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Exhibit A



DISTRIBUTION AGREEMENT

This Distribution Agreement (this "Agreement") is entered into as of the last date in the signature block to this Agreement between Gordon Food Service, Inc., a Michigan corporation ("GFS") and 50 AMP FUSE, LLC, LUCK OF THE IRISH, LLC, GRBC HOLDINGS, LLC, 9 VOLT, LLC, BARFLY VENTURES, LLC, HOPCAT ANN ARBOR, LLC, HOPCAT DETROIT, LLC, EL BREWPUB, LLC, HOPCAT LOUISVILLE, LLC, HOPCAT LEXINGTON, LLC, HOPCAT-INDIANAPOLIS, LLC, HOPCAT KANSAS CITY, LLC, HOPCAT LINCOLN, LLC, HOPCAT MADISON, LLC, HOPCAT CHICAGO, LLC ("Customer").

GFS is a food distributor to the foodservice industry. Customer operates and may also license for operation by others those establishments identified in Schedule 1 attached to this Agreement (the "Locations"). Customer would like to appoint GFS, and GFS has agreed to be appointed, as the primary distributor of food and food related products to the Locations.

The parties therefore agree as follows:

- 1. **Term.** The parties' respective obligations under this Agreement will begin on 5/1/2018 and continue for a period of 4 years, unless earlier terminated in accordance with the terms of this Agreement (the "Initial Term"). The Initial Term will automatically renew for successive one-year periods thereafter (each, a "Renewal Term" and together with the Initial Term, the "Term"), unless either party gives notices of non-renewal to the other party at least 60 days prior to the end of the Initial Term or a Renewal Term.
- 2. **Primary Distributor.** As primary distributor, GFS shall be entitled to receive no less than 90% of the Locations' purchases of food and foodservice products in each of the categories set forth in Schedule 2 (the "Products"). In keeping with GFS's appointment as primary distributor, Customer agrees that the Locations shall collectively achieve the purchase volume referenced in Schedule 2. GFS will supply the Locations from one or more distribution centers operating at its divisions and will assign each Location to a distribution center according to the distribution center's territory of supply. The parties may add one or more Locations by mutual written consent, including by e-mail.

Ordering and Delivery.

3.1. Orders. GFS will provide each Location with on-line ordering capabilities through GFS's electronic ordering system. All orders must be placed electronically. An order cut-off schedule will be established by GFS for each Location that details the days and times by which orders must be placed to ensure delivery on the scheduled delivery days. The minimum order amount is set forth in Schedule 2.

3.2. Special Inventory.

- (a) If Customer requires GFS to inventory and make available for ordering a Product that it does not normally maintain in inventory for most of GFS's customers ("Proprietary Product"), then GFS will attempt to procure the Proprietary Product within three weeks of Customer's written request. Any Proprietary Product vendor must meet GFS's procurement and quality assurance requirements and comply with all applicable laws, rules and regulations. Customer will ensure that the vendor or supplier of a Proprietary Product will provide GFS with an indemnity agreement and insurance coverage satisfactory to GFS.
- (b) The number of Proprietary Products that GFS makes available to Customer shall not exceed the Maximum Proprietary Products specified in Schedule 2. If GFS has any inventory of a Proprietary Product that it cannot sell to the Locations (such as inventory that is discontinued, becomes obsolete or unsalable, or as a result of termination or expiration of this Agreement), Customer shall purchase the remaining inventory F.O.B. GFS's distribution centers at a price equal to Cost plus \$1.00 per case or direct GFS to dispose of the inventory and reimburse GFS for the Cost of the Product plus \$1.00 per case and GFS's disposal costs. If such inventory is not purchased and removed from GFS's distribution centers within 30 days or Customer has not directed GFS to dispose of the inventory within 30 days, GFS

may dispose of the inventory in any reasonable fashion and Customer agrees to pay for the Proprietary Products inventory at a price equal to Cost plus \$1.00 per case and GFS's disposal costs.

- (c) In order for a Proprietary Product to be maintained in inventory at a distribution center, a Proprietary Product must have case sales movement of at least five cases per week (the "Level"). If a Proprietary Product does not meet the Level, then GFS will make the Product available only as a special order. GFS will determine the supply needs of the Locations and maintain an inventory of Proprietary Products at each distribution center reasonably calculated to meet those supply needs. If Customer directs GFS to maintain an inventory of a Proprietary Product beyond the estimated supply needs and GFS agrees to accommodate such request, additional storage and handling charges will apply.
- 3.3. Delivery Services. GFS will provide delivery service to each Location up to the number of deliveries per week specified in Schedule 2. GFS will establish specific delivery days and delivery time windows for each Location and certain deliveries may be made after operating hours by key access ("Key Drop"). Title to the Products shall pass from GFS to the receiving Location upon delivery of the Products at the Location.

3.4. Returns.

- (a) GFS's delivery driver must be notified of any shortage, visible damage or any other nonconformity of the Product(s) at the time of delivery and prior to GFS's delivery driver leaving the Location; or, if made by Key Drop, within 24 hours after the delivery is made. Any claims for Products that have concealed or latent damage must be made to GFS in writing within 24 hours for fresh Products and seven (7) days for all other Products after the date of delivery.
- (b) Except for fresh, frozen, or special ordered Products, all other Products that are unopened may be returned to GFS for credit within seven days of the delivery date, but only if the Product is in its original container with full case quantity.
- (c) Any Product that is eligible to be returned will be credited to Customer's account and GFS will retrieve the Product on the next delivery date or direct Customer to destroy the Product. The restocking fee set forth in Schedule 2 will be applied to any returns made under Section 3.4(b), but shall not apply to any returns made under Section 3.4(a). Customer's sole and exclusive remedy for any Products returned is replacement of the nonconforming Products or a credit equal to the sell price.

Pricing and Service Fees.

- 4.1. Sell Price. All Products are sold in whole manufacturer case quantities and the price for the Products will be Cost (as defined below) on the date of order plus the applicable category mark-up set forth in Schedule 2 (the "Mark-Up"). If a Location requires a Product to be sold in less than full case quantities and such Product can be split into individual units, the split case fee referenced in Schedule 2 will be included in the sell price. If Customer qualifies for certain agency billing programs that GFS has with vendors including, but not limited to, Coca-Cola, Pepsi Cola, Ecolab, Sealed Air (formerly Diversey) and others ("Agency Billing Programs") or purchases goods for which prices are set by state or federal regulations ("Price Controlled Products"), then the sell price will be that which is established under the applicable Agency Billing Program or regulation, as the case may be, and may not include the Mark-Up. If Customer has negotiated a specific allowance with a vendor on one or more Products, then such allowance will be deducted from the sell price of the Product, after the Mark-Up has been applied. A Product that is a special order will be subject to a special order handling fee. If delivery is required to be expedited by courier service (or by other third-party delivery service) the Cost of the special order Product shall also include an expedited delivery fee. The prevailing fees associated with a special order Product will be made available at the time of order upon the request of Customer.
- 4.2. Cost of Products. The "Cost" of Products is the invoiced price from the vendor to GFS for the Products, plus common or contract carrier charges by the vendor or a third party (including [GFS or] a subsidiary or affiliate of GFS), fuel surcharges, unloading and restacking charges, container charges, air

freight charges, redistribution charges, and other similar charges not included in the vendor's invoice that are required to bring Products into inventory at a distribution center. Cross-dock fees and transfer charges between GFS distribution centers may be included in the Cost of certain Products. For any Products that are branded to GFS or a trade name used exclusively by GFS, Cost may also include a label assessment of up to 1%. Cost is not reduced by cash discounts for prompt payment that GFS may receive. Cost is also not reduced for payments, such as performance-based incentives, or fees, or allowances GFS receives for marketing, freight management, warehousing, distribution, or quality assurance that it provides for vendors.

- 4.3. Customer Contract Products. If Customer has entered into a contract with a vendor that establishes a deviated Cost on one or more Products ("Vendor Contract"), GFS will use such price to calculate Cost for the period of time established in the Vendor Contract if such contract price is honored by the vendor at the time of purchase by GFS or through a bill-back by GFS to the vendor. The maximum number of Products that Customer may have on a Vendor Contract is contained on Schedule 2. Each vendor must accept GFS's terms and conditions of product procurement as the terms that govern each and every purchase order issued by GFS. Customer must provide GFS with all information that is reasonably required by GFS to implement the contract price or a change to a contract price no later than the 15th of the month, to be effective the first day of the following month. Customer represents and warrants that all information provided by Customer in connection with each Vendor Contract is accurate and that the contract price established by the terms of the Vendor Contract is enforceable by GFS against the Vendor. GFS shall not be obligated to issue credits or adjust pricing for inaccurate Vendor Contract information or late documentation provided by Customer or a vendor.
- 4.4. Service Fees and Governmental Charges. The sell price of the Products does not include service fees, diesel fuel surcharges, taxes, or governmental charges. Any such fees will be charged as a separate line item charge on the invoice and the Locations are obligated to pay: (i) the Delivery Fee (if applicable); (ii) sales and use taxes, unless otherwise exempt; (iii) any governmental fees or charges related to the Products or services provided by GFS; and (iv) a diesel fuel surcharge according to the scale contained in Schedule 2. The average cost will be determined by the U.S. Average for Retail On-Highway Diesel Price per Gallon for the continental U.S. as published by the United States Energy Information Agency, or another similar index reasonably chosen by GFS. The average will determine the surcharge for the entire month, effective on the first Monday of the month. The average will be calculated from the published weekly average over the previous month. GFS's fiscal calendar will determine the monthly periods.
- 4.5. Third-Party Service Providers. Customer may request GFS to provide Information to, or perform other services in connection with purchasing consultants, technology providers, logistics providers or any other third-party that Customer seeks to introduce into the relationship between the parties. Any increased cost or expenses, loss of profit or revenue, experienced by GFS as a result of GFS providing or performing any of the foregoing may be recovered by GFS through an adjustment to the Mark-Up. GFS will provide written notice to Customer explaining the increased cost or expenses, or loss of profit or revenue, in reasonable detail and the corresponding adjustment to the Mark-Up. Any adjustment to the Mark-Up shall be effective 10 days from the date of the notice.

5. Payment Terms.

5.1. Account Application, Payment Terms, and Invoicing. Each legal entity (or person) responsible for payment of a Locations' purchases (each, an "Operator") will supply GFS with a fully completed GFS account application and information to support its request for credit including, but not limited to, its most recent audited financial statements at least seven days' prior to the effective date of the Term. The terms of the account application are incorporated here by reference and made a part of this Agreement. In the event of a conflict between the terms of the account application and this Agreement, the terms of this Agreement shall control. GFS will review and assign payment terms to each Operator based on GFS's evaluation of creditworthiness. Notwithstanding anything to the contrary in this Agreement, GFS will have no obligation to service an Operator until the Operator has submitted the information referenced in this Section 5.1 and GFS has completed its credit evaluation and account setup

process. GFS will provide an invoice at the time of delivery and each invoice must be paid according to the payment terms assigned to the Operator.

- 5.2. Non-Payment and Financial Changes. If an Operator fails to make a payment when due and such failure continues for seven (7) days after GFS provides notice of non-payment, or GFS becomes aware of circumstances that may materially affect the Operator's ability to pay its financial obligations when due, GFS may upon providing notice to the Operator: (i) withhold delivery of Products to the Operator's Locations until it is provided with written assurances satisfactory to GFS that payment will be issued; (ii) reduce the Operator's payment terms; (iii) require pre-payment or immediate payment upon future delivery; or (iv) require a letter of credit, collateral or security for the credit extended to the Operator.
- 6. Incentives. GFS will pay the rebates, incentives and other benefits as set forth in Schedule 3 (the "Incentives"). All monetary Incentives are paid according to GFS's fiscal calendar and payment of the Incentives may be made up to 30 days after the payment period specified for each Incentive. All monetary Incentives are paid on the purchases of the Products, but exclude all purchases of Price Controlled Products, Products sold under an Agency Billing Program, and any of those ancillary fees or charges set forth in Section 4.4. GFS may withhold all or any part of the Incentives to an Operator if the Operator has any past due or delinquent amounts owed to GFS. All terms of this Agreement must be met by the Operator in order to qualify for payment of an Incentive. The Incentives and pricing provided in this Agreement are exclusive and may not be combined with any programs, rebates, incentives or other offers that Customer may be eligible to receive from GFS by or through Customer's affiliation (or GFS's affiliation) with any third-party program or group.
- 7. **Termination.** This Agreement may be terminated for convenience and without cause by a party upon 90 days written notice to the other party. A party may immediately terminate this Agreement if the other party:
- (a) is in material breach of this Agreement and fails to cure the breach within 30 days after the non-breaching party provides written notice of the breach that describes the breach in reasonable detail;
- (b) becomes bankrupt or files a proposal or intention to file a proposal under applicable bankruptcy law or has: (i) an order entered against it for an appointment of a receiver, (ii) filed an assignment for the benefit of creditors, or (iii) has filed any other reorganization, liquidation or similar proceedings under bankruptcy or insolvency law; or
- (c) has a change of ownership from a merger, reorganization, consolidation, transfer, sale, sale of substantially all assets, stock purchase, public offering or other change of ownership.

8. Warranties.

- 8.1. Assignment of Supplier Warranties. In the event a claim arises pertaining to any Product, GFS will assign to Customer any applicable warranties GFS receives from its vendors or suppliers of the Product, to the extent the rights are assignable. GFS will reasonably cooperate with Customer in the enforcement of any such warranties at Customer's expense. GFS reserves the right to file a claim under and directly enforce any such warranties and indemnities if GFS or any of its affiliates is named as a defendant or is otherwise liable in any suit or proceeding with regard to Products distributed by GFS.
- 8.2. Disclaimer. Customer acknowledges that GFS does not make and has not made any warranties with respect to the Products via any document, oral, written, or electronic communication, or sample. GFS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING.

9. Indemnification and Insurance.

9.1. Indemnification by GFS. GFS indemnifies Customer, its parent and affiliated companies,

and the officers, directors, members, employees, and successors and assigns of any of the foregoing, from any and all claims, arising out of or related to: (i) any breach of a warranty or representation made by GFS under this Agreement; (ii) any breach in the performance of GFS's obligations under this Agreement; and (iii) GFS's negligence in the performance of its obligations under this Agreement (to the extent not caused by or contributed to by Customer's negligence or that of any Location) except where the remedy for said negligence is otherwise set forth in this Agreement.

- 9.2. Indemnification by Customer. Customer agrees to defend and indemnify GFS, its parent, subsidiarles and affiliated companies, and the officers, directors, members, employees, and successors and assigns of each of the foregoing, from any and all claims, arising out of or related to: (i) any breach of a warranty or representation made by Customer in this Agreement; (ii) any breach in the performance of Customer's obligations under this Agreement; (iii) Customer's negligence in the performance of its obligations under this Agreement (to the extent not caused by or contributed to by GFS's negligence); (iv) adjustments made to pricing for the benefit of Customer or at Customer's direction, or the payment of any Incentives, rebates, or commissions to Customer; and (v) any actions or omissions by Customer concerning or related to the Products, including negligent or reckless conduct, the improper storage, handling, or preparation of the Products, the making of additions or modifications to the Products, or use of the Products.
- 9.3. Limitation of Indemnification. The indemnities set forth in this Agreement are subject to the following limitations:
- (a) Customer acknowledges that GFS is not liable under this Agreement or otherwise for any loss, damage, or expense incurred by Customer or any Locations which: (i) arises from or relates to a Product for which Customer designated the source or specifications, so long as GFS has not caused or contributed to the loss, damage, or expense in the storage, transportation and handling of the Product; (ii) are expressly disclaimed in this Agreement; (iii) arises from or relates to the handling, preparation, or use of a Product before GFS' receipt of the Product or after delivery of the Product; or (iv) are partially or wholly caused by the breach of any term of this Agreement by Customer or any Location, or the negligence of Customer or any Location.
- (b) The parties are not liable for payment of any consequential, incidental, exemplary, enhanced, indirect, punitive, and special damages of any kind, including without limitation any loss of profits or diminution in value, except where a party is obligated to indemnify and hold harmless the other party from a claim by a third party. The limitations on liability contained in this Agreement apply regardless of whether the form of the claim against it is based on statute, contract, negligence, strict liability, tort or any other principle of common law; or whether or not the party was advised of the possibility of such damages.
- 9.4. Insurance Coverage. At all times during the Term of this Agreement, the parties shall each purchase and maintain Commercial General Liability insurance ("CGL Insurance"), from a reputable insurance company, in amounts reasonably adequate to cover their respective indemnification obligations. The CGL Insurance policy shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and liability assumed under an insured contract. When requested by a party, the other party shall provide the requesting party with a certificate or certificates evidencing continuous coverage as set forth in this Section.
- 10. Confidentiality. The parties and each of their respective employees, agents, contractors and representatives agree not to disclose and to keep confidential this Agreement, the terms contained herein, and any information, data, or know-how concerning or related to the other party's business or operations that may be disclosed on one or more occasions to them ("Confidential Information"). Confidential Information excludes and the parties shall have no obligation of confidentiality, with respect to: (i) information, data, or know-how that becomes generally available to the public other than by or through the receiving party; and (ii) information, data, or know-how made available to the receiving party from a source that, to the knowledge of the receiving party, was not under a duty of confidentiality to the

disclosing party with respect to such information. Customer data used for research and aggregation purposes shall not be considered an improper use of Confidential Information by GFS. If a party is required to disclose Confidential Information by order of court or governmental agency, then the party shall notify the other party sufficiently in advance to permit the other party to seek a protective order relating to the disclosure. Notwithstanding, GFS shall have the right to provide aggregated sales data to third parties as long as such data does not identify Customer or any Location's individual transactions.

11. General.

- 11.1. Benefit; Assignment. GFS's obligations under this Agreement are extended to Customer only with respect to the Locations, and shall not inure to the benefit of or form the basis of a claim by any purchaser of the Products or other party. Customer will not seek to assign this Agreement without GFS's prior written consent, which shall not be unreasonably withheld, delayed, or conditioned.
- 11.2. Compliance with Laws; Certifications. GFS shall comply with all federal, state, local laws and regulations that are applicable to the distribution services to be performed by GFS under the terms of this Agreement. GFS shall, at its own expense, obtain and maintain all certifications, authorizations, licenses, and permits ("Credentials") required by law to provide the distribution services; except that GFS shall have no obligation to obtain Credentials that may require GFS or its employees, officers, directors, owners, or shareholders to disclose privileged, confidential or personally identifiable information. GFS's failure to obtain any such Credentials shall not be a breach or violation of any terms of this Agreement.
- 11.3. Entire Agreement; Amendment. This Agreement (including the schedules and any documents expressly incorporated herein by reference) is the final, complete, and exclusive expression of the agreement between Customer and GFS for the sale of the Products and the provision of services to the Locations. All previous and contemporaneous oral, written, or electronic communications between Customer and GFS for the sale of the Products to the Locations are superseded by this Agreement, except as otherwise stated in this Agreement. This Agreement may only be amended by a written instrument signed by both parties, except as stated otherwise. The terms of this Agreement shall govern over any other conflicting, different, or additional terms in Customers' purchase order, acceptance, or other form. GFS objects to such terms, and they are not binding on GFS.
- 11.4. Remedies. The remedies provided in this Agreement are cumulative. The exercise of any right or remedy under this Agreement shall be without prejudice to the right to exercise any other right or remedy in this Agreement, by law, or in equity.
- 11.5. Severability; Waiver. The invalidity of any part of this Agreement shall not invalidate any other part and, except for the invalid part, the rest of this Agreement shall remain effective. No waiver of performance shall be valid without the consent of the other party entitled to the performance. No waiver of a specific action shall be construed as a waiver of future performance.
- 11.6. Notice. Any notice, request, demand or other communications (other than routine business communications) required or permitted under this Agreement shall be in writing. All notices to GFS will be delivered to 1300 Gezon Pkwy, SW, Wyoming, MI 49509, Attention: Senior Manager, Broadline Sales, with a copy to 1300 Gezon Pkwy, SW, Wyoming, MI 49509, Attention: General Counsel. All notices to Customer will be delivered to Customer's delivery or bill to address of record with GFS. Notice may be made by hand delivery, by recognized overnight courier, by mail (registered or certified, return receipt requested), or (if confirmed in writing using one of the foregoing methods) by facsimile or email (confirmation of successful transmission and receipt required), in each case prepaid. All such communications shall be effective when received.
- 11.7. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan, without regard to its conflicts of law rules. Any action or suit against in any way arising from or related to this Agreement must be filed in a provincial or federal court of competent jurisdiction located within the state of Michigan. Customer consents to non-exclusive jurisdiction and venue in such courts.

- 11.8. Force Majeure. No party is liable for any loss, damage, or expense from any delay in delivery or failure of performance due to any cause beyond the party's control, including fire or other casualty; strike or labor difficulty; accident; war conditions; riot or civil commotion; terrorism; government regulation or restriction; shortages in transportation, power, labor or material; freight embargo; default of supplier; or events which render performance commercially impracticable or impossible. This Section does not relieve a party from any obligation to pay for purchases or issue credits and rebates.
- 11.9. Survival. The indemnification obligations set forth in Section 9 and the confidentiality requirements set forth in Section 10 shall survive the expiration or termination of this Agreement.
- 11.10. Independent Contractors. Nothing in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties or in any way making a party the agent or representative of the other party for any purpose. Neither party shall represent itself as an agent or employee of the other party. An affiliate or subsidiary of GFS may provide some of the Products or services supplied under this Agreement. GFS is an independent contractor with respect to all services performed under this Agreement.
- 11.11. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one and the same instrument.

The parties are signing this Agreement on the dates below.

50 AMP FUSE, LLC, LUCK OF THE IRISH, LLC, GRBC HOLDINGS, LLC, 9 VOLT, LLC, BARFLY VENTURES, LLC, HOPCAT ANN ARBOR, LLC, HOPCAT DETROIT, LLC, EL BREWPUB, LLC, HOPCAT LOUISVILLE, LLC, HOPCAT LEXINGTON, LLC, HOPCAT-INDIANAPOLIS, LLC, HOPCAT KANSAS CITY, LLC, HOPCAT LINCOLN, LLC, HOPCAT MADISON, LLC, HOPCAT CHICAGO, LLC

Gordon Food Service, Inc.

By: _____

Name:

Title:

Date:

Name:

Title:

Date:

SCHEDULE 1

Locations

100046117 STELLA'S LOUNGE 100058014 WALDRON PUBLIC HOUSE (THE) 100074259 GRAND RAPIDS BREWING COMPANY 100018600 HOP CAT - GR 100154482 HOPCAT KALAMAZOO 100119375 HOPCAT - ANN ARBOR 100118234 HOPCAT - DETROIT 100099955 HOPCAT- EAST LANSING 100164734 HOPCAT - ROYAL OAK 100177929 HOPCAT FORD FIELD 100148164 HOPCAT LOUISVILLE 100137714 HOPCAT-LEXINGTON 100112905 HOPCAT-BROAD RIPPLE 100160989 HOPCAT KANSAS CITY 100143273 HOPCAT LINCOLN 100132362 HOPCAT-MADISON 100148165 HOPCAT CHICAGO 100170955 HOPCAT MINNEAPOLIS

100205518 HOPCAT PORT ST LUCIE

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SCHEDULE 2

Purchase Volume: 420,000 cs and \$14 Million annually

Minimum Order Amount: \$3,635

Maximum Deliveries/Week: 3

Restocking Fee: 10%

Maximum Proprietary Products: 40

Maximum Vendor Contract Products: 30

Split Case Fee: 5.00%

Diesel Fuel Syrcharge: If the average cost of diesel fuel exceeds \$3.99, the

surcharge will be \$3.00 plus \$1.00 for each \$0.25 (or part of

\$0.25) above \$4.26.

Mark-Ups:

Grocery
Frozen
Meat
Seafood
Poultry
Dairy
Disposables
Chemical
Beverage
Produce
Tabletop

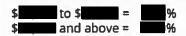
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SCHEDULE 3

Incentives

Total Purchases Rebate: GFS will pay to the Locations monthly by credit memo, an incentive of work on all purchases on total purchases. The following limitations shall apply: None

Total Purchases Rebate Tiered: GFS will pay to the Locations monthly by credit memo, an incentive on total purchases, based on the table below according to the Locations' combined attainment of the purchase tiers below. The following limitations shall apply: Rebate includes only Produce purchases, category 10.



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Serving your success, at your door or at our store.







- Serving and caring for foodservice customers for over 115 years.
- A family company committed to building partnerships.
- Quality foodservice products and the choices you need to succeed.
- Services that help you achieve your goals and make dreams a reality.





Customer Account Application Please return your completed application to the servicing Gordon Food Service® company checked below.

- ☐ Non-Commercial and National Chains*, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
- ☐ Gordon Food Service Store™**, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 905-4074, fax: (616) 717-9610

Gordon Food Service, Inc.

- ☐ Allegheny Valley Division, 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215
- ☐ Carolinas Division, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
- ☐ Great Lakes Division (Brighton), 8040 Kensington Court, Brighton, MI, 48116, phone: (616) 717-6359, fax: (248) 486-4222
- Foreat Lakes Division (Clay Ave), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Great Lakes West Division, PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Mid-Atlantic Division, 100 Commerce Drive, Newark, DE, 19713, phone: (410) 273-3524, fax: (616) 717-9881
- ☐ Ohio Valley Division, 4980-Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215

GFS Central States, LLC

- ☐ Central States Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091
- ☐ Southeast Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091

☐ Florida Division, 2850 NW 120th Terrace, Miami, FL, 33167, phone: (305) 507-2906, fax: (305) 459-8746

Glazier Foods Company

☐ Glazier Division, 11303 Antoine Dr., Houston, TX, 77066, phone: (800) 989-6411, fax: (616) 717-9020

Perkins Paper, LLC

- ☐ Perkins Division, 630 John Hancock Rd., Taunton, MA, 02780, phone: (774) 226-1500, fax: (774) 226-1782
- * Non-Commercial and National Chain customers may be serviced by one or more of the foregoing companies. National Chain customers may also be serviced by GFS Chain Alliance, LLC.
- ** Florida stores are operated by GFS Stores, LLC, and all others are operated by GFS Marketplace, LLC,

Section to be completed by Cust	tomer Development Specialist or Gordon Food Service Store Manager	
Sales No.:	Store No.:	
Does the customer have other accounts	with Gordon Food Service? If so, please provide account numbers: PAN in	3614
Change of owner? If so, please provide the	he current customer number:	

Please provide your delivery and billing information oc #:308-1 Filed: 09/14/2020 Page 13 of 87 **LOCATION NAME:** OWNERSHIP: Length of time owned. A/P CONTACT: **EMAIL:** BILLING ADDRESS Check if the same as delivery address. **DELIVERY ADDRESS** Oakes St. Surs 400 ADDRESS: Colors Rapins CITY: STATE: ZIP: COUNTRY: PHONE: _____ FAX:__ Please provide all of the information below for the legal owner of your business ("Customer"). ENTITY TYPE: ☐ LP/LLP Other:___ Corporation □ LLC Proprietorship Partnership ENTITY NAME: _____ STATE FILED:___ PHONE: FAX:____ STATE: ZIP: COUNTRY: OWNER/OFFICER/MEMBER INFORMATION ______ TITLE:_____ NAME: TITLE: ADDRESS: ADDRESS: PHONE: STATE: ZIP: PHONE: Driver's License Number & State Social Security Number Social Security Number Driver's License Number & State DATE: SIGNED: DATE: The signor(s) above each consent to the release of his/her personal credit information as set forth in paragraph six of the General Provisions and Security Agreement. Please provide the financial and purchasing information requested below. What payment terms are you requesting? Other: ☐ C.O.D. □ Weekly What are your estimated weekly purchases from Gordon Food Service? What is your tax-exempt status? ☐ Resale Certificate* ☐ Fully Exempt Entity** ☐ None ☐ Direct Pay Permit*** ☐ Federal Government *Include a copy of resale certificate **Include evidence of tax exempt status ***Include a copy of direct pay permit Please provide your Federal Tax Identification Number (a/k/a EIN): MNo Do you require a purchase order? Yes Yes If you would like a statement, please specify the following: Frequency: ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Fax: Method: ☐ EMail: Please provide your banking information below. BANK: ACCOUNT NO.: PHONE: Please provide your supplier and trade references below. _____ ACCOUNT NO.:____ PHONE: NAME:_ PHONE: ACCOUNT NO.:___

Case:20-01947-jwb Doc #:308-1 Fi Please let us know your interest in our ordering and payment services. Doc #:308-1 Filed: 09/14/2020 Page 14 of 87 Gordon Experience™ offers you the ability to place orders, pay invoices and access other account services through our secure online application. Gordon Food Service Easy Pay is a convenient payment method that takes away the worry and hassle of processing checks by providing automatic processing of your payments through electronic funds transfer. Please let us know what services you would like more information about. **GORDON EXPERIENCE:** Yes, please send me more information about Gordon Food Service Experience. **GORDON FOOD SERVICE EASY PAY:** Yes, please send me more information about Gordon Food Service Easy Pay. Select your preferences for purchases made at a Gordon Food Service Store. Gordon Food Service is proud to offer you the option to use your account to purchase from your local Gordon Food Service Store. Your account will be automatically enrolled in our standard service and you may make purchases by providing your account information. You will be responsible for all purchases made with your account information, regardless of whether the purchases were made by an authorized individual. You also may elect to have identification cards issued, and we will provide you with continuing service cards. **CARD OPTION:** Yes, please issue me continuing service cards. I understand that I am responsible to issue the cards to my designated purchasers, and that I am responsible for all purchases made using the card. Please deliver my cards to: Delivery Address ☐ Billing Address Other:_ INVOICE OPTION: You will automatically receive a receipt with all pertinent invoice information at the time of purchase. You may also select one other option: An invoice emailed to: An invoice faxed to: Please help us to better serve you by providing some information about your business. **Customer Classification** (Please choose only one) Eating and Drinking Amusement and Rec. **Business Services** Non-Commercial Food Stores ☐ Family Restaurant Gov. Program Public Golf Club ☐ Catering Convenience Store ☐ Fast Service Comm. Feeding Private Golf Club ☐ Vending ☐ In-Store Deli Ice Cream Shop
White Tablecloth
Tavern/Bar Service Club Health Club Redistribution ☐ In-Store Restaurant Transportation Snack Bar Ski Resort Small Business Stadium Church General Retail] In-Plant Delicatessen ☐ Fair/Festival Int'l Resort Public Facility ☐ Bakerv ☐ Int'l Redistribution ☐ Jail/Prison Gordon Food Service Store Truck Stop Bowling Center Pizzeria ☐ Theme Park ☐ Co-operative ☐ Military ☐ Doughnut/Coffee Shop Office Supermarkets ☐ Cafeteria ☐ Theater Fundraiser **Hospitality** Colleges Long-Term Care Schools Other Day Care □ ccrc ☐ Hospital - Acute ☐ Hotel 2-Year Private ☐ Motel 4-Year Community Skilled Nursing ☐ Elementary ☐ Camp Resort 4-Year State Assisted Living High School Senior Meals ☐ Inn 4-Year Private Passenger Ship ☐ Fraternity/Sorority Affiliation (Please choose only one) Private/Independent Franchise ☐ National Chain ☐ Public/Community ☐ Public/State Public/Federal Parochial Menu Theme American ☐ Steak Eggs 🗌 ☐ Ice Cream Asian Bakery ☐ French ☐ Italian Vegetarian German Kosher Beef Ribs Greek Latin Chicken Hamburger Mediterranean ☐ Seafood ☐ Deli ☐ Health Mexican Servibar Management (Please choose only one)

NOTICE REQUIRED BY FEDERAL LAW. This notice is for non-trade applicants. If this Application is not approved in full or if any other adverse action is taken with respect to applicant's credit with Gordon Food Service, applicant has the right to request within sixty (60) days of Gordon Food Service's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.

☐ Contracted Food Services

Owner/Operator

☐ Independent

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- 1. The Customer agrees to pay for all goods and services ordered or procured from Gordon Food Service, Inc. or one or more of its current or future subsidiaries or affiliates ("GFS") on the terms set forth in this Customer Account Application (this "Application"). Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, the Customer agrees to pay to GFS or its assign, as an element of damages, all expenses of collection including actual attorneys' fees. GFS retains all rights of set off against any amounts or credits owed to the Customer.
- 2. The Customer agrees to be bound by the general provisions of this Application and those contained on GFS' invoices. These terms and conditions shall be the exclusive terms with respect to the sale and purchase of goods and any terms contained in or referenced by the Customer's purchase orders or any other documents of the Customer are rejected and non-binding on GFS.
- 3. All credit terms extended to the Customer are subject to change and can be amended at the sole discretion of GFS, at any time. The Customer consents to all changes of credit terms, extensions of credit, and any extensions or forbearance by GFS. This Application does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS may cease providing goods and services to the Customer at any time. Prices of products or other goods or services provided by GFS are not guaranteed until established on an invoice at the time of delivery. GFS must be notified in writing within 30 days of the invoice date of any claim related to the amounts charged on an invoice or any dispute of the sell price of products and, unless GFS is so notified, such claims are waived.
- 4. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Unless claimed at the time of delivery (prior to GFS' delivery driver leaving the Customer's location) any claim for damaged, undelivered or non-conforming goods is waived. In the event of a key drop delivery by GFS, such claims must be made by 3:00 p.m. (local time) the following day. If any goods provided are defective, the Customer's sole and exclusive remedy shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes. In no event shall GFS be liable for incidental, punitive, exemplary, indirect or consequential damages, or lost profits arising under or related to the goods and services provided by GFS.
- 5. GFS may assign and/or sell any accounts receivable or indebtedness owed by the Customer and, in the event of such assignment and/or sale (or any subsequent assignment or sale) any claims, defenses, and counterclaims of every kind and description that the Customer has against GFS is waived as to any transferee, assignee or pledgee. Further, the Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
- 6. The Customer, the Customer's principals and any Guarantors that sign this Application (the "Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
- 7. If any check, draft, EFT, ACH or any other order of payment (each, a "<u>Transaction</u>") is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID OR DISHONORED TRANSACTIONS.
- 8. If the Customer is a franchisee or member of a group purchasing organization (each, an "Organization") and the Customer is purchasing from GFS under a written agreement between GFS and the Organization, then the Customer agrees to abide by and accepts all terms of such agreement as modified, amended or superseded from time to time.
- 9. All inventory of proprietary goods or goods special ordered (or manufactured) for the Customer or goods not normally stocked, but brought into inventory to service the Customer, must be immediately purchased if the Customer ceases to use such goods or discontinues doing business with GFS.
- 10. The Customer acknowledges that purchases made at Gordon Food Service Stores or delivered directly may be electronic transactions. In the event of an electronic transaction, the Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. The Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Application.
- 11. In the event any provision of this Application is held to be invalid, unenforceable or illegal, the other provisions shall remain fully enforceable. The provisions of this Application may only be amended by a written instrument signed by both GFS and the Customer.
- 12. The Customer and any Guarantors agree that all actions or proceedings arising out of, from, or related to this Application shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. If GFS selects a different forum, then the Customer agrees that venue is proper in any court of competent jurisdiction that GFS selects in the state where the Customer is located or conducting business. To the extent permitted by applicable law, the Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against the Customer and WAIVE TRIAL BY JURY.
- 13. If GFS grants credit terms to the Customer pursuant to this Application, then the Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors (the "Collateral") to secure payment of all goods purchased on credit from GFS. "Collateral" includes, by Way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

SIGNED WH		TITLE: Supply Chain
PRINTED NAME: Shown Block		DATE: 7/11/16
-	PERSONAL GUARANTY	

The undersigned (each, a "Guarantor") unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") by the Customer whether or not contemplated at the time of execution of this Personal Guaranty (this "Guaranty"). All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of the Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor further waives (a) the requirement that his/her/their name appear on any invoices; (b) the right to require Creditor to first proceed against the Customer or any other party; (c) the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold; and (d) notice of acceptance of this guaranty. Guarantor agrees to be personally liable for the debts of the Customer and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorneys' fees and all other costs incurred in the collection of any indebtedness owed by the Customer. Until such time Creditor receives payment of all indebtedness owed by the Customer, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have against the Customer to recover any monies that are paid by Guarantor. Guarantor agrees to be bound by paragraphs 2, 5, 6, 9, 12 and 13 of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE GUARANTOR.

SIGNED:	DATE:	SIGNED:	DATE:
PRINTED NAME:		PRINTED NAME:	
Nitnessed by:	whose full name and add	lress is:	

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16:06:44 11-14-2012 2/4

Include Hons: Please print or type. Phi in all spaces and complete by signing where indicated. The party signing must either be an officer, partner, member or owner of your organization. Your answers to all questions will enable us to expedite your application.

All pages must be fully completed and signed on page four in order to complete the account approval process.

CRAND LAPIOS BLOWING Confidence of the complete the account approval process.

City/State

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Delivery Address	City/S	State /	Zip Code	Country
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illing Address (If different from delivery add	ress) City/S	State	Zip Code	Telephone No.
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		A Carlo Marking	WOOKESS WAN HAROKI	AATION BELOW:
Corporation:		, INC	Address: 250 /	Monroe Suite 40
Limited Liability Co.: GRBC Hol	dirys	, LLC	City/State/Zip: <u>6ran</u>	d tapids, 4148
Limited Partnership:				458 700
Proprietorship:		·	Fax No.: ()	_
General Partnership:		,		egrbrewingcony
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Other:		1	Date Current Owner To	ook Over:
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		(A	copy of your Tax Certifica	nte and/or Letter is required)

GENERAL PROVISIONS AND SECURITY AGREEMENT

- 1. All prices quoted or billed are cash prices and do not include credit terms. Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, Customer agrees to pay to Gordon Food Service, Inc., GFS Central States, LLC and GFS Florida, LLC ("GFS") or its affiliates or assigns, as an element of damages, all expenses for collection including actual attorney fees. GFS retains all rights of set off against any amounts or credits owed to Customer.
- 2. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. If any goods provided are defective the Customer's remedy, in the sole discretion of GFS, shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes, of any such goods. In no event shall GFS be liable for incidental or consequential damages arising from alleged defects. If Customer provides GFS with key access for early or after hours delivery ("Key Drop"), Customer hereby waives any and all claims, actions or suits against GFS arising out of or in any way connected to the Key Drop delivery. Unless disputed in writing within 30 days from invoice date, any claim that goods were not delivered is waived by Customer.
- 3. GFS may assign and/or sell any accounts receivable or indebtedness owed by a Customer to GFS and, in the event of such assignment and/or sale (or any subsequent assignment or sale) Customer waives, as against any transferee, assignee or pledgee, all claims, defenses and counterclaims of every kind and description that Customer may have against GFS. Further, Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
- 4. The Customer, Customer's principals and any Guarantors that sign this Agreement ("Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
- 5. If his Application is not approved in full or if any other adverse action is taken with respect to Customer's credit with GFS, Customer has the right to request within sixty (60) days of GFS' notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract): because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.
- 6. If any check, draft, EFT, ACH or any other order of payment ("Transaction") payable to GFS is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID TRANSACTIONS or any Transactions dishonored or unpaid for any reason.
- 7. The Customer acknowledges that purchases made at GFS Marketplace stores or delivered directly may be electronic transactions. In the event of an electronic transaction, Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Agreement. If Customer selects GFS Experience⁶⁰⁰, the use of Customer's user identification name and password hereby constitutes an electronic signature in accordance with the Electronic Signatures in the Global and National Commerce Act of 2000, authorizing access to such information. Customer accepts full responsibility for any transaction initiated through Customer's user identification name under the GFS Experience application.
- 8. This Agreement shall be binding upon and inure to the benefits of GFS and the Customer and their respective heirs, executors, administrators, legal representatives, successors, agents and assigns. The Customer agrees to notify GFS, in writing, by regular mail at P.O. Box 2244, Grand Rapids, MI 49501 of any change of ownership and further agrees to be liable for all purchases should the Customer fail to comply with said notification. All credit terms extended to Customer are subject to change and can be amended at the sole discretion of GFS, at any time. Customer consents to all changes of terms, extensions of credit, and any extensions or forbearance by GFS. This agreement does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS, in its sole discretion, may terminate the Customer at any time.
- 9. Customer irrevocably agrees that, subject to GFS' sole discretion, all actions or proceedings arising out of, from, or related to this Agreement shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. Customer consents and submits to the personal jurisdiction of any such court. If GFS selects a different forum, then Customer agrees that venue is proper in the following counties: FL Orange or Minmi-Dade; IL Cook; KY Jefferson; OH Lucas or Cuyahoga; MO St. Louis; PA Allegheny or Philadelphia; TN Knox or Davidson; WI Milwaukee. To the extent permitted by applicable law, Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against Customer and hereby waive trial by jury.

D. If GFS grants credit terms to Customer pursuant to this agreement, then Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase oney security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors ("Collateral") to secure payment of all
and saying the Conateral shall be without prejudice to GPS right to perfect its interest in the future, in the sole discretion of GFS.
pplicant's Signature: Title: 61 Date: 4 14/12
ame Printed: (SARWY ROYD)
PERSONAL GUARANTY
ne undersigned unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or instered ("Creditor") whether or not contemplated at the time of execution of this Guaranty. All demands, presentments, notice of protest and of dishonor, and all her notices of any kind or nature of Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor waives the right to require reditor to first proceed against Customer or any other party. Guarantor waives the right to require Creditor to pursue any other remedy for the benefit of Guarantor and reces that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against applying any security it may hold. Guarantor further waives notice of acceptance of this guaranty and consents to all changes of terms, extensions of credit, and any tensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorney fees and all other costs incurred in the collection of any indebtedness owed by Unit such time Creditor receives payment in full of all indebtedness owed by Customer to Creditor. Guarantor waives any right to reimbursement, arranty. Guarantor in addition agrees to be bound by paragraphs four, nine and ten of the General Provisions and Security Agreement above. This Guaranty is nitinuing until released in a writing signed by GFS. USE OF a CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE SIGNATORY.
gned: Printed Name: Date:
itness:Witness:

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Schools

Day Care

Elementary

High School

Doc #:308-1 Filed: 09/14/2020 16:թթացе 18 ըք Ձու Case:20-01947-jwb 3 /4 ONLINE ORDERING AND ACCOUNTING GFS ExperienceTM offers you the ability to place orders and pay invoices online through our secured application. When you elect to pay online, you will also be given access to view and print your prior transactions. You can obtain more information about these services from your GFS representative or by checking the appropriate box below. These services are currently not available to GFS Marketplace customers. **ORDERING:** I would like more information about placing orders online using GFS Experience. **ORDERING AND ACCOUNTING:** I would like more information about ordering and paying online using GFS Experience **CONTINUING SERVICE CARD** All of our customers may purchase product from any of our Gordon Food Service Marketplace Stores by providing your account information. However, you will be responsible for all purchases made on your account regardless of whether the purchases were made by an authorized individual. You may elect to have your account secured, for identification purposes, and we will provide you with continuing service cards. If you select the security/identification option, you may only use your account at our Marketplace Stores if you present your continuing service card to our User Preference: [1] I would like my account set up with the SECURITY/I.D. OPTION and understand that I am responsible to issue cards to my designated purchasers. I understand that I am responsible for all purchases made using my card. Invoice Options: In addition to a register receipt with all pertinent invoice information, I want (Please select only one): An e-mailed invoice to: A faxed invoice to: Only my register receipt as an invoice showing purchase information. Send Cards to: Delivery Address Bill to Address Dother: **CUSTOMER CLASSIFICATION** (Please choose only one below): **Eating and Drinking Places Amusement and Recreation** Family Restaurant White Tablecloth Truck Stop ☐ Golf Club (Public) ☐ Ski Resort ☐ Fast Service □ Bowling Alley Tavern/Bar Pizzeria Golf Club (Private) ☐ Stadium ... Ice Cream Shop Theme Park ☐ Delicatessen Cafeteria Health/Athletic Club Fair/Festival □ Theater **Hotels and Others** Food Stores **Business Services** ... Hotels Convenience Store □ Bakery Catering ... 11 Int'l Resort Hotel Motels ☐ In-Store Deli GFS Store □ Vending ○ Int'l Redistribution Resort ☐ In-Store Restaurant Redistribution Co-op □ Inn Snack Bar Small Business ○ Office Passenger Ship General Retail In-plant Hospitals Long-Term Care Other Non-Commercial ☐ Acute □ CCRC Government Program G Church Fund Raiser Skilled Nursing Community Feeding Public Facility Assisted Living ☐ Service Club ☐ Jails/Prison Transportation Military Feeding

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AFFILIATION (choose one):		National Cha		ochial lic/Federal	Private/Independent
fi Asian Bakery fi	Deli :	Greek Hamburger	Ice Cream Italian Kosher Latin	Mediterranea Mexican Non-Food	n	: Servibar : Steak :: Vegetarian

Colleges

© 2-Year Private

11 4-Year State

4-Year Community

4-Year Private

☐ Fraternity/Sorority

MANAGEMENT (choose one): wner/Operator	Independent	Contracted Food Services
	•	. Countries 1 000 per vices

Senior Meal Programs

Sporting/Recreation/Camps



CUSTOMER ACCOUNT APPLICATION

Please check the appropriate division and return the completed application to the designated location.



- Gordon Food Service* (Non-Commercial and Chains), PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
 - ☐ Non-Commercial
 - ☐ Chains National
 - ☐ Chains Greenville, SC
 - ☐ Chains Ocala, FL
- ☐ Great Lakes East Division (Commercial), 8040 Kensington Court, Brighton, MI, 48116, phone: (248) 446-8348, fax (248) 486-4222
- Great Lakes West Division (Commercial), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- Ohio Valley Division (Commercial), 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215
- Central States Division (Commercial), 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091
- ☐ Florida Division (Commercial), 2850 NW 120th Terrace, Miami, FL, 33167, phone: (305) 507-2844, fax: (305) 459-8746

Marketplace

☐ GFS Marketplace*, PO Box 1562, Grand Rapids, MI, 49501, phone: (800) 968-6109, fax: (616) 717-9610

Section t	o be completed by Customer Development Specialist or GFS Marketplace Store Manage	r
Sales No.:	Store No.:	
Does the c	ustomer have other accounts with Gordon Food Service? If so, please provide account numbers:	# 3614/HORM
Change of	owner? If so, please provide the current customer number:	A PARTY OF THE PAR
		FORM NO.: REV 0210/39968

Case:20-01947-jwb Doc #:308-1 Filed\1 INSTRUCTIONS: Please print or type. Fill in all spaces and complete by signing where murcared. The party signing must either be an officer, partner, member or owner of your organization. Your answers to all questions will enable us to expedite your application. All pages must be fully completed and signed on page four in order to complete the account approval process. Trade Name (Location Name) Fax No. E-mail Address Delivery Address Zip Code Country Billing Address (If different from delivery address) Telephone No. City/State Corporate/Legal Name ("Customer") PLEASE PROVIDE LEGAL ENTITY NAME, ADDRESS AND INFORMATION BELOW: , INC ☐ Limited Liability Co.:____ , LLC ☐ Limited Partnership:_____ ☐ Proprietorship: General Partnership: Hopcat Ann Arbor E-Mail Address: Kristine a bar fly ventures - um ☐ Other: Date Current Owner Took Over: Complete the following for all partners, members, or individual owner(s)/principal(s): Name Home Address Zip Code Phone No. Zip Code Phone No. Social Security No. Driver's License No. & State Driver's License No. & State Signature Date Signature Date (Please list any additional partners, members or principals on a separate sheet) Will you provide current financials? □ Yes No (If yes, please attach most recent financial statements) ☐ Other: Terms Requested: □ C.O.D. □ Weekly **Average Weekly Purchases:**\$ Payment Method: □ Cash ☐ Check ☐ GFS Easy Pay (Must complete electronic funds transfer agreement) Trade References: 1) **Business Name Business Name** Phone No. Phone No.

Business Name Business Name Phone No. Phone No. **Banking Info.:** Account No.

Tax Exempt No.:

(A copy of your Tax Certificate and/or Letter is required)

☐ All Sales

Tax Exempt Status: ☐ Resale Only

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INSTRUCTIONS: Please print or type. Fill in all spaces and complete by signing where indicated. The party signing must either be an officer, partner, member or owner of your organization. Your answers to all questions will enable us to expedite your application. All pages must be fully completed and signed on page four in order to complete the account approval process.

HODGOT AND AVBOR 16/16 9/65-9780 Vollo-9/65-9796
Trade Name (Location Name) Telephone No. Fax No. E-mail Address
Delivery Address , City/State, Zip Code Country
LIONIA TWE SIN Ste did Grand Kapids MI 49 3 4 6/6965-9780
Billing Address (If different from delivery address) City/State Zip Code Telephone No.
Corporate/Legal Name ("Customer") PLEASE PROVIDE LEGAL ENTITY NAME, ADDRESS AND INFORMATION BELOW:
□ Corporation:, INC Address: 1 10 114 Ne SW Ste 200
Limited Liability Co.: HOpcat Ann Arbor, LLC City/State/Zip: Grand Rapids M1 49503
□ Limited Partnership: ∠F, LP Telephone No.: (10/1/0 9/05-9780
□ Proprietorship: Fax No.: (10)11 9105 - 9796
& General Partnership: Hopcat Ann Arbo-, LLC E-Mail Address: Kristine a barfly ventures a
Date Current Owner 1 dok Over.
Complete the following for all partners, members, or individual owner(s)/principal(s): [ISO MIRE OPERATIONS] DIFF CFOR OF CONTROLLED BOYD OPERATIONS
Name Title Name Title
DITIA VE > VI > H O(V) GK M
49503 616965-9780 49503 616 965 9780
Zip Code Phone No. Zip Code Phone No.
Social Security No. Driver's License No. & State Social Security No. Driver's License No. & State
Signature Date Signature Date
(Please list any additional partners, members or principals on a separate sheet)
Will you provide current financials? ☐ Yes ※ No (If yes, please attach most recent financial statements)
10/00 010
Terms Requested: C.O.D. Weekly Other: Ot
Average Weekly Purchases:\$
Payment Method: Cash Check GFS Easy Pay (Must complete electronic funds transfer agreement)
Trade References: 1) () 2) ()
Business Name Phone No. Business Name Phone No.
3) (4)
Business Name - Phone No. Business Name - Phone No
Banking Info: Kinting Inn
Name of Banky Account No. City/State Phone No.
Tax Exempt Status: Resale Only All Sales Tax Exempt No.: (A conv of your Tax Certificate and/or Letter is required)

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GENERAL PROVISIONS AND SECURITY AGREEMENT

- All prices quoted or billed are cash prices and do not include credit terms. Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, Customer agrees to pay to Gordon Food Service, Inc., GFS Central States, LLC and GFS Florida, LLC ("GFS") or its affiliates or assigns, as an element of damages, all expenses for collection including actual attorney fees. GFS retains all rights of set off against any amounts or credits owed to Customer.
- GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. If any goods provided are defective the Customer's remedy, in the sole discretion of GFS, shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes, of any such goods. In no event shall GFS be liable for incidental or consequential damages arising from alleged defects. If Customer provides GFS with key access for early or after hours delivery ("Key Drop"), Customer hereby waives any and all claims, actions or suits against GFS arising out of or in any way connected to the Key Drop delivery. Unless disputed in writing within 30 days from invoice date, any claim that goods were not delivered is waived by Customer.
- GFS may assign and/or sell any accounts receivable or indebtedness owed by a Customer to GFS and, in the event of such assignment and/or sale (or any subsequent assignment or sale) Customer waives, as against any transferee, assignee or pledgee, all claims, defenses and counterclaims of every kind and description that Customer may have against GFS. Further, Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
- The Customer, Customer's principals and any Guarantors that sign this Agreement ("Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
- If this Application is not approved in full or if any other adverse action is taken with respect to Customer's credit with GFS, Customer has the right to request within sixty (60) days of GFS' notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.
- If any check, draft, EFT, ACH or any other order of payment ("Transaction") payable to GFS is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID TRANSACTIONS or any Transactions dishonored or unpaid for any reason.
- The Customer acknowledges that purchases made at GFS Marketplace stores or delivered directly may be electronic transactions. In the event of an electronic transaction, Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Agreement. If Customer selects GFS Experiencetm, the use of Customer's user identification name and password hereby constitutes an electronic signature in accordance with the Electronic Signatures in the Global and National Commerce Act of 2000, authorizing access to such information. Customer accepts full responsibility for any transaction initiated through Customer's user identification name under the GFS Experience application.
- This Agreement shall be binding upon and inure to the benefits of GFS and the Customer and their respective heirs, executors, administrators, legal representatives, successors, agents and assigns. The Customer agrees to notify GFS, in writing, by regular mail at P.O. Box 2244, Grand Rapids, MI 49501 of any change of ownership and further agrees to be liable for all purchases should the Customer fail to comply with said notification. All credit terms extended to Customer are subject to change and can be amended at the sole discretion of GFS, at any time. Customer consents to all changes of terms, extensions of credit, and any extensions or forbearance by GFS. This agreement does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS, in its sole discretion, may terminate the Customer at any time.
- Customer irrevocably agrees that, subject to GFS' sole discretion, all actions or proceedings arising out of, from, or related to this Agreement shall be litigated in

agrees that Creditor may proceed ag- or applying any security it may hold extensions or forbearance by Credito Customer. Until such time Creditor contribution, indemnification and sul guaranty. Guarantor in addition agn	receives payment in full of all- progation it may have now or in the ees to be bound by paragraphs for	or actual attorney rees and all other costs incurred indebtedness owed by Customer to Creditor, G he future against Customer to recover any monies our, nine and ten of the General Provisions and PORATE TITLE SHALL NOT LIMIT THE PERS	parantor waives any right to reimbursement, that are recovered from Guarantors under the Security Agreement above. This Guaranty is
agrees that Creditor may proceed ag- or applying any security it may hold extensions or forbearance by Credito Customer. Until such time Creditor contribution, indemnification and sul guaranty. Guarantor in addition agn	receives payment in full of all- progation it may have now or in the ees to be bound by paragraphs for	Indebtedness owed by Customer to Creditor, G he future against Customer to recover any monies our, nine and ten of the General Provisions and	parantor waives any right to reimbursement, that are recovered from Guarantors under the Security Agreement above. This Guaranty is
transferee ("Creditor") whether or n other notices of any kind or nature o	ot contemplated at the time of ex f Customer, Creditor, any co-guar omer or any other party. Guaranto iinst Guarantor on this guaranty w	payment when due of any and all amounts owe ecution of this Guaranty. All demands, presenting antior, or other person, are expressly waived by Gir waives the right to require Creditor to pursue any othout taking any action against the Customer or a of acceptance of this guaranty and consents to all	nts, notice of protest and of dishonor, and all larantor. Guarantor waives the right to require other remedy for the benefit of Guarantor and my other party and without proceeding against thanges of terms, extensions of credit, and any
Name Printed:	PERSO	NAL GUARANTY	- · · · · · · · · · · · · · · · · · · ·
Applicant's Signature		Title:	Date:
money security interest in all goods goods purchased on credit, without fixtures, work in process, accounts a Grantors give GFS the authority to	sold or equipment leased, and a s limitation, from GFS. "Collateral" eceivable, instruments, chattel pa file any financing statement or co	nent, then Customer and any Guarantor (collective ecurity interest in all other personal property of Gondon, includes, by way of example and without limitate per, causes of action, general intangibles, including ontinuation or other document needed to perfect Continuation or other document needed to perfect Continuation or other document needed to perfect its interest.	on, all goods, equipment, inventory, vehicles, g any liquor license, and all proceeds thereof. FS' security interest. Grantors agree that any
10 If GEC agents agadit torms to	Customer pursuant to this agreen		

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•		•		ND ACCOUNTING	
will also be give	en access to view	and print your pri	or transactions. Yo	u can obtain more inform	oplication. When you elect to pay online, you nation about these services from your GFS FS Marketplace customers.
□ ORDERIN	G: I would like	more information a	about placing order	rs online using GFS Exp	erience.
ORDERIN with My Ac		UNTING: I woul	d like more inform	nation about ordering a	nd paying online using GFS Experience
		C	ONTINUING SE	DVICE CADD	A Company of the Comp
All of our custom	nare may purchase	-			ores by providing your account information.
However, you wiindividual. You n	ill be responsible nay elect to have y /identification opti	for all purchases mour account secured	nade on your accou	nt regardless of whether purposes, and we will provi	the purchases were made by an authorized de you with continuing service cards. If you u present your continuing service card to our
<u>User Preference</u>	e: I would like to my desig	my account set up v nated purchasers. I u	with the SECURIT inderstand that I am	Y/I.D. OPTION and uncresponsible for all purchase	derstand that I am responsible to issue cards smade using my card.
				information, I want (Pleas	
An e-mailed i	invoice to: <i>KriS</i>	tine@barflyve	<u>unturas co</u> mo A	faxed invoice to:	<u> </u>
☐ Only my regi	ster receipt as an	invoice showing p	ourchase information	on.	
Send Cards to:	☐ Delivery Add	ress Bill to A	ddress Other	<u> </u>	
			USTOMER CLAS	SSIFICATION	
(Please choose of	only one below):	•			
Eating and Dri				Amusement and Rec	
☐ Family Restau		ite Tablecloth	☐ Truck Stop	☐ Golf Club (Public)	☐ Ski Resort ☐ Bowling Alley
☐ Fast Service☐ Ice Cream Short		vern/Bar licatessen	☐ Pizzeria☐ Cafeteria	☐ Golf Club (Private)☐ Health/Athletic Clu	
•	•	•	11 Catelella	-	D Fall/restival Theater
Hotels and Othe ☐ Hotels		Stores evenience Store	□ Bakery	Business Services ☐ Catering	☐ Int'l Resort Hotel
☐ Motels		Store Deli	☐ GFS Store	☐ Vending	☐ Int'l Resort Hotel
☐ Resort		Store Restaurant	C 01 0 01010	☐ Redistribution	☐ Co-op
□ Inn	□ Sna	ick Bar		☐ Small Business	□ Office
□ Passenger Shi	p □ Ger	neral Retail		□ In-plant	
<u>Hospitals</u>	Long-	Term Care		Other Non-Commerc	<u>tial</u>
☐ Acute	ii cci			☐ Government Progra	
		lled Nursing		☐ Community Feeding	- · · · -
	⊔ Ass	isted Living		☐ Service Club☐ Transportation	☐ Jails/Prison☐ Military Feeding
a	- A				in mary recume
<u>Schools</u> □ Day Care	⊔ <u>Sen</u>	ior Meal Progran	<u>ns</u>	<u>Colleges</u> ☐ 2-Year Private	☐ 4-Year Private
☐ Day Cale ☐ Elementary	Ĥ Sno	rting/Recreation/	Camps	4-Year Community	☐ Fraternity/Sorority
☐ High School	c. <u>5,50</u>	2 ting atour outlong		☐ 4-Year State	
AFFILIATION	(choose one):	☐ Franchise	☐ National Cha	•	☐ Private/Independent eral ☐ Public/State
	-				
MENU THEME	_	□ Comma=	□ Too Cic	Maditamanaa D. D.	nule Gamethan
American Asian	☐ Chicken☐ Deli	□ German □ Greek	☐ Ice Cream☐ Italian	☐ Mediterranean ☐ Po	ork □ Servibar oultry □ Steak
∃ Bakery	□ Eggs	☐ Hamburger	□ Kosher	□ Non-Food □ Ri	
Beef.	☐ French	☐ Health	☐ Latin	· ·	eafood

MANAGEMENT (choose one):

Owner/Operator

Independent

Contracted Food Services



CUSTOMER ACCOUNT APPLICATION

Please check the appropriate division and return the completed application to the designated location.



- ☐ Gordon Food Service® (Non-Commercial and Chains), PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
 - ☐ Non-Commercial
 - ☐ Chains National
 - ☐ Chains Greenville, SC
 - ☐ Chains Ocala, FL
- Great Lakes East Division (Commercial), 8040 Kensington Court, Brighton, MI, 48116, phone: (248) 446-8348, fax (248) 486-4222
- Great Lakes West Division (Commercial), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- Ohio Valley Division (Commercial), 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215
- Central States Division (Commercial), 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091
- ☐ Florida Division (Commercial), 2850 NW 120th Terrace, Miami, FL, 33167, phone: (305) 507-2844, fax: (305) 459-8746

Marketplace

☐ GFS Marketplace®, PO Box 1562, Grand Rapids, MI, 49501, phone: (800) 968-6109, fax: (616) 717-9610

Does the customer have other accounts with Gordon Food Service? If so, please provide account numbers: Change of owner? If so, please provide the current customer number:	Sales No.:		Store No.:			<u>:-</u>
	Burnet Color and an arrange		1			
	Joes the customer have other account	s with Gordon Food Service? It so	, piease provide account r	numbers:		
Change of owner? If so, please provide the current customer number:						
						:-

Case:20-01947-jwb Doc #:308-1 Filed: 09/14/2020 Page 25 of 87 LOCATION NAME: **DELIVERY ADDRESS** mia Ave SW, Ste 200 965. 9780 FAX: 616.965. 9796 PHONE: Please provide all of the information below for the legal owner of your business ("Customer"). **ENTITY TYPE:** Proprietorship ☐ Partnership Other: ndianapolis STATE FILED: Ave SW Stczo PHONE: 616.9659 NAME: ADDRESS: CITY: PHONE OLLA Social Security Number Driver's License Number & State SIGNED: DATE: The signor(s) above each consent to the release of his/her personal credit information as set forth in paragraph five of the General Provisions and Security Agreement. Please provide the financial and purchasing information requested below: Please attach your most recent financial statements. What payment terms are you requesting? ☐ C.O.D. ☐ Weekly Other: What are your estimated weekly purchases from Gordon Food Service? What is your tax exempt status? Please include your exemption certificate. ☐ Resale ☐ All Sales ■ Not Exempt Do you require a purchase order? ☐ Yes ☐ No If you would like a statement, please specify the following: Frequency: ☐ Weekly. ☐ Bi-Weekly ☐ Monthly Method: E-Mail: Fax:_ Please provide your banking information below. BANK: **ACCOUNT NO.:** PHONE: Please provide your supplier and trade references below. NAME: ACCOUNT NO.: PHONE: NAME: ACCOUNT NO .: PHONE: NAME: ACCOUNT NO .: PHONE:

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GENERAL PROVISIONS AND SECURITY AGREEMENT

- 1. Customer agrees to pay for all goods and services ordered or procured from Gordon Food Service, Inc., or its subsidiaries or affiliates including, but not limited to, GFS Central States, LLC, GFS Florida, LLC, GFS Chain Alliance, LLC or Perkins Paper, LLC ("GFS") on the terms set forth in this Customer Account Application (this "Application"). Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, Customer agrees to pay to GFS or its assign, as an element of damages, all expenses of collection including actual attorneys' fees. GFS retains all rights of set off against any amounts or credits owed to Customer.
- 2. All credit terms extended to Customer are subject to change and can be amended at the sole discretion of GFS, at any time. Customer consents to all changes of credit terms, extensions of credit, and any extensions of forbearance by GFS. This Application does not create any obligation on the part of GFS to provide goods to Customer on credit or otherwise, and GFS may cease providing goods and services to the Customer at any time. Prices of products or other goods or services provided by GFS are not guaranteed until established on an invoice at the time of delivery. GFS must be notified in writing within 30 days of the invoice date of any claim related to the amounts charged on an invoice or any dispute of the sell price of products and, unless GFS is so notified, such claims are waived.
- 3. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Unless claimed at the time of delivery (prior to GFS' delivery driver leaving Customer's location) any claim for damaged, undelivered or non-conforming goods is waived. In the event of a key drop delivery by GFS, such claims must be made by 3:00 p.m. (local time) the following day. If any goods provided are defective, Customer's sole and exclusive remedy shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes, of any such goods. In no event shall GFS be liable for incidental or consequential damages.
- 4. GFS may assign and/or sell any accounts receivable or indebtedness owed by Customer and, in the event of such assignment and/or sale (or any subsequent assignment or sale) any claims, defenses, and counterclaims of every kind and description that Customer has against GFS is waived as to any transferee, assignee or pledgee. Further, Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
- 5. The Customer's principals and any Guarantors that sign this Application (the "Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
- 6. If any check, draft, EFT, ACH or any other order of payment (each, a "<u>Transaction</u>") payable to GFS is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID TRANSACTIONS or any Transactions dishonored or unpaid for any reason.
- 7. If Customer is a franchisee or member of a group purchasing organization (each, an "Organization") and Customer is purchasing from GFS under a written agreement between GFS and the Organization, then Customer agrees to abide by and accepts all terms of such agreement.
- 8. Customer acknowledges that purchases made at GFS Marketplace stores or delivered directly may be electronic transactions. In the event of an electronic transaction, Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Application.
- 9. This Application shall be binding upon and inure to the benefit of GFS and Customer and their respective heirs, executors, administrators, legal representatives, successors, agents and assigns. In the event that any provision of this Application is held to be invalid, the other provisions shall remain fully enforceable.
- 10. Customer and Guarantors irrevocably agree that, subject to GFS' sole discretion, all actions or proceedings arising out of, from, or related to this Application shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. Customer consents and submits to the personal jurisdiction of any such court. If GFS selects a different forum, then Customer agrees that venue is proper in any court of competent jurisdiction that GFS selects in the state where Customer is located or conducting business. To the extent permitted by applicable law, Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against Customer and hereby waive trial by jury.
- 11. If GFS grants credit terms to Customer pursuant to this Application, then Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors (the "Collateral") to secure payment of all goods purchased on credit from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

SIGNED: SIGNED:	(L)	TITLE:	Consulte Controller
PRINTED NAME: LIGHT MA	eller	DATE:	6/27/14
, •	PERSONA	L GUARANTY	• •
subsequent assignee and/or transferee ("Cr All demands, presentments, notice of prote are expressly waived by Guarantor. Guarant require Creditor to pursue any other remed any action against the Customer or any o acceptance of this guaranty and consents to Creditor actual attorneys' fees and all other payment in full of all indebtedness owed by may have now or in the future against Cust	editor") by Customer whether or not st and of dishonor, and all other noti or waives the right to require Credito by for the benefit of Guarantor and a ther party and without proceeding to all changes of terms, extensions of rosts incurred in the collection of a y Customer to Creditor, Guarantor way omer to recover any monies that are ral Provisions and Security Agreement	t contemplated at the time of ex- ices of any kind or nature of Cus- or to first proceed against Custon igrees that Creditor may proceed against or applying any security of credit, and any extensions or any indebtedness owed by Custon valves any right to reimburseme a recovered from Guarantors und t above. This Guaranty is continu	due of any and all amounts owed to GFS or any secution of this Personal Guaranty (this "Guaranty"). stomer, Creditor, any co-guarantor, or other person, ner or any other party. Guarantor waives the right to diagainst Guarantor on this guaranty without taking by it may hold. Guarantor further waives notice of a forbearance by Creditor. Guarantor agrees to payomer. Until such time Creditor receives indefeasible ent, contribution, indemnification and subrogation it der this Guaranty. Guarantor agrees to be bound by using until released in a writing signed by GFS. USE OF
SIGNED:	DATE:	SIGNED:	DATE:

PRINTED NAME:

PRINTED NAME:

Witnessed by:

INSTRUCTIONS: Please pinh of type 7-jwh all process and complete by significant where had cared the party signing must either be an officer, partner, member or owner of your organization. Your answers to all questions will enable us to expedite your application. All pages must be fully completed and signed on page four in order to complete the account approval process. Telephone No. Trade Name (Location Name) 165 WOODWARD ALA Billing Address (If different from delivery address) Zip Code City/State Telephone No. Corporate/Legal Name ("Customer") PLEASE PROVIDE LEGAL ENTITY NAME, ADDRESS AND INFORMATION BELOW: ☐ Corporation :_____ Limited Liability Co.: HOPCAT DETROITUC, LLC Telephone No.: () ☐ Proprietorship:______ ☐ General Partnership: E-Mail Address: Date Current Owner Took Over: Complete the following for all partners, members, or individual owner(s)/principal(s): Name Title Name Title Home Address Home Address City/State City/State Zip Code Phone No. Zip Code Phone No. Social Security No. Driver's License No. & State Social Security No. Driver's License No. & State Signature Date Signature Date (Please list any additional partners, members or principals on a separate sheet) Will you provide current financials? ☐ Yes ☐ No (If yes, please attach most recent financial statements) □ C.O.D. □ Weekly Other: BP Terms Requested: Average Weekly Purchases:\$ / GFS Easy Pay (Must complete electronic funds transfer agreement) ☐ Check **Payment Method:** Trade References: 1) **Business Name** Phone No. Phone No.

Phone No. Banking Info.: City/State Name of Bank Account No. Phone No. **Tax Exempt Status:** □ Resale Only □ All Sales Tax Exempt No.: (A copy of your Tax Certificate and/or Letter is required)

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GENERAL PROVISIONS AND SECURITY AGREEMENT

- 1. All prices quoted or billed are cash prices and do not include credit terms. Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, Customer agrees to pay to Gordon Food Service, Inc., GFS Central States, LLC and GFS Florida, LLC ("GFS") or its affiliates or assigns, as an element of damages, all expenses for collection including actual attorney fees. GFS retains all rights of set off against any amounts or credits owed to Customer.
- 2. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. If any goods provided are defective the Customer's remedy, in the sole discretion of GFS, shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes, of any such goods. In no event shall GFS be liable for incidental or consequential damages arising from alleged defects. If Customer provides GFS with key access for early or after hours delivery ("Key Drop"), Customer hereby waives any and all claims, actions or suits against GFS arising out of or in any way connected to the Key Drop delivery. Unless disputed in writing within 30 days from invoice date, any claim that goods were not delivered is waived by Customer.
- 3. GFS may assign and/or sell any accounts receivable or indebtedness owed by a Customer to GFS and, in the event of such assignment and/or sale (or any subsequent assignment or sale) Customer waives, as against any transferee, assignee or pledgee, all claims, defenses and counterclaims of every kind and description that Customer may have against GFS. Further, Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
- 4. The Customer, Customer's principals and any Guarantors that sign this Agreement ("Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
- 5. If this Application is not approved in full or if any other adverse action is taken with respect to Customer's credit with GFS, Customer has the right to request within sixty (60) days of GFS' notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.
- 6. If any check, draft, EFT, ACH or any other order of payment ("Transaction") payable to GFS is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID TRANSACTIONS or any Transactions dishonored or unpaid for any reason.
- 7. The Customer acknowledges that purchases made at GFS Marketplace stores or delivered directly may be electronic transactions. In the event of an electronic transaction, Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Agreement. If Customer selects GFS Experiencetm, the use of Customer's user identification name and password hereby constitutes an electronic signature in accordance with the Electronic Signatures in the Global and National Commerce Act of 2000, authorizing access to such information. Customer accepts full responsibility for any transaction initiated through Customer's user identification name under the GFS Experience application.
- 8. This Agreement shall be binding upon and inure to the benefits of GFS and the Customer and their respective heirs, executors, administrators, legal representatives, successors, agents and assigns. The Customer agrees to notify GFS, in writing, by regular mail at P.O. Box 2244, Grand Rapids, MI 49501 of any change of ownership and further agrees to be liable for all purchases should the Customer fail to comply with said notification. All credit terms extended to Customer are subject to change and can be amended at the sole discretion of GFS, at any time. Customer consents to all changes of terms, extensions of credit, and any extensions or forbearance by GFS. This agreement does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS, in its sole discretion, may terminate the Customer at any time.
- 9. Customer irrevocably agrees that, subject to GFS' sole discretion, all actions or proceedings arising out of, from, or related to this Agreement shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. Customer consents and submits to the personal jurisdiction of any such court. If GFS selects a different forum, then Customer agrees that venue is proper in the following counties: FL Orange or Miami-Dade; IL Cook; KY Jefferson; OH Lucas or Cuyahoga; MO St. Louis; PA Allegheny or Philadelphia; TN Knox or Davidson; WI Milwaukee. To the extent permitted by applicable law, Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against Customer and hereby waive trial by jury.
- 10. If GFS grants credit terms to Customer pursuant to this agreement, then Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors ("Collateral") to secure payment of all goods purchased on credit, without limitation, from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

Applicant's Signature:	Title: MANAGUA HARTUST LOT 28 (1)
Name Printed: GARRY BOYD	
PERSONAL GUARA	ANTY

The undersigned unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") whether or not contemplated at the time of execution of this Guaranty. All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor waives the right to require Creditor to first proceed against Customer or any other party. Guarantor waives the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold. Guarantor further waives notice of acceptance of this guaranty and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorney fees and all other costs incurred in the collection of any indebtedness owed by Customer. Until such time Creditor receives payment in full of all indebtedness owed by Customer to Creditor, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have now or in the future against Customer to recover any monies that are recovered from Guarantors under the guaranty. Guarantor in addition agrees to be bound by paragraphs four, nine and ten of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE-TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE SIGNATORY.

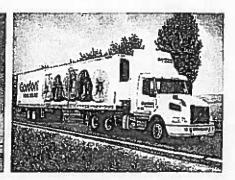
Signed:	Printed Name:	Soyb 1	Date: 10/88/14
Witness:	Witness:	,	

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Serving your success, at your door or at our store.







- Serving and caring for foodservice customers for over 115 years.
- A family company committed to building partnerships.
- Quality foodservice products and the choices you need to succeed.
- Services that help you achieve your goals and make dreams a reality.





Customer Account Application Please return your completed application to the servicing Gordon Food Service* company checked below.

- Non-Commercial and National Chains*, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
- ☐ Gordon Food Service Store**** PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 905-4074, fax; (516) 717-9510

- ☐ Allegheny Valley Division, 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215
- Carolinas Division, PO Box 2244, Grand Rapids, Mt. 49501, phone: (800) 968-7500, fax: (616) 717-6024
- ☐ Great Lakes Division (Brighton), 8040 Kensington Court, Brighton, MI, 48116, phone: (616) 717-6359, fax: (616) 486-4222
- ☐ Great Lakes Division (Clay Ave), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Great Lakes West Division, PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Mid-Atlantic Division, 100 Commerca Drive, Newark, DE, 19713, phone: (410) 273-3524, fax: (616) 717-9881
- Ohio Valley Division, 4980 Gateway Slvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215

- Central States Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091
- ☐ Southeast Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091

Florida Division, 2850 NW 120th Terrace, Miami, FL, 33167, phone: (305) 507-2906, fax: (305) 439-8746

Glazier Foods Company

☐ Glazier Division, 11303 Antoine Dr., Houston, TX, 77066, phone: (800) 989-641), Jax: (616) 717-9020

Perkins Paper, LLC

- Perkins Division, 630 John Hancock Rd., Taunton, MA, 02780, phone: (774) 226-1500, fax. (774) 226-1782
- Non-Commercial and National Chain customers may be serviced by one or more of the foregoing companies. National Chain customers may also be serviced by GFS Chain Alliance, LLC
- •• Florida stores are operated by GFS Stores, LLC, and all others are operated by GFS Marketplace, LLC.

Sales No.:	Store No.:Store No.:Store No.:Store Managery Store Managery	jer
Does the customer have other accounts t	with Gordon Food Service? If so, please provide account numbers:	
Change of owner? If so, please provide th	e current customer number:	

Please provide your delivery and billing information.	
LOCATION NAME: BHODGO + East This is the common name or DBA pf your business. A/P CONTACT: Ph/Se W////SO	Length of time owned
DELIVERY ADDRESS	EMAIL: 2 P.O. DOS F. S. VONTO COS. (O)
,	BILLING ADDRESS Check if the same as delivery address.
ADDRESS: 01/83 E 13e/F/Ine A	VENERODRESS: 35 Dakes SW #400
att: Grand Rapids	
STATE: 11 ZIP: 49 525 COUNTRY:	STATE: 191 zip: 4950.3 COUNTRY:
PHONE:FAX:	PHONE: FAX:
Please provide all of the information below for the legal own	ner of your business ("Customer").
ENTITY TYPE: Corporation LLC LP/LLP C	Proprietorship Partnership Other:
ENTITY NAME: BOYFIY VENTURES	STATE FILED:
ADDRESS 35 DOLLAS SW #400	PHONE: FAX:
Everyd Rapids	a i lia
un: 070ti 10 1 90 1 9	STATE: MI ZIP: 40503 COUNTRY: US
OWNER/OFFICER/MEMBER INFORMATION	
NAME:TITLE:	NAME:TITLE:
ADDRESS:	ADDRESS:
сту:	стту:
STATE: ZIP: PHONE:	STATE: PHONE:
SSN: DL: Oriver's Ucense Number & State	SSN: DL: Social Security Number Driver's License Number & State
SIGNED: DATE:	SIGNED: DATE:
The signar(s) above each consent to the release of his/her personal credit info	rmation as set forth in paragraph six of the General Provisions and Security Agreement.
Please provide the financial and purchasing information requ	
What payment terms are you requesting?	
What are your estimated weekly purchases from Gordon Food Service?	5_15,000
What is your tax-exempt status? Resale Certificate • Fully *Include a copy of resole certificate	y Exempt Entity **
Please provide your Federal Tax Identification Number (a/k/a EIN):	4994
Do you require a purchase order?	
If you would like a statement, please specify the following: Freque Metho	
Please provide your banking information below.	
BANK: MARCANTIL BOUNK	ACCOUNT NO.:_
Please provide your supplier and trade references below.	
NAME:	ACCOUNT NO.:PHONE:
NAME:	ACCOUNT NO.:PHONE:
NAME:	ACCOUNT NO . BRONE.

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Easy Pay Is a convenie	ffers you the ability to place ordinate in place ordinate takes a property of the place of the p	way the worry and hassle of	processing checks by providing as	secure online application. Gordon Food Servic stamatic processing of your payments through
GORDON EXPERIENCE:	Yes, ple	ase send me more information	about Gordon Food Service Exper	ience.
GORDON FOOD SERVICE			about Gordon Food Service Easy F	
Select your prefere	ences for purchases made	at a Gordon Food Servic	e Store.	
enrolled in our standard	I service and you may make purc of whether the purchases were	hases by providing your accou	nt Information. You will be respon	rvice Store. Your account will be automatically sible for all purchases made with your account dentification cards issued, and we will provide
	Yes, please issue me continuing am responsible for all purchase Delivery Address Billing	es made using the card. Please	oat I am responsible to Issue the ca deliver my cards to:	rds to my designated purchasers, and that I
INVOICE OPTION: Yo		eipt with all pertipent invoice i	pformation at the time of purchas	e. You may also select one other option:
Please help us to be	etter serve you by providir	ng some information abo	out your business.	
Customer Classification (Please choose only one)			
Eating and Drinking	Amusement and Rec.	Business Services	Non-Commercial	Food Stores
Family Restaurant Fast Service Ice Cream Shop White Tablecloth Tavern/Bar Delicatessen Truck Stop Pizzerla Cafeteria	Public Golf Club Private Golf Club Health Club Ski Resort Stadium Fair/Festival Bowling Center Theme Park Theater	Catering Vending Redistribution Small Business In-Plant Int'l Resort Int'l Redistribution Co-operative	Gov. Program Comm. Feeding Service Club Transportation Church Public Facility Jall/Prison Military Fundralser	☐ Convenience Store ☐ In-Store Deli ☐ In-Store Restaurant ☐ Snack Bar ☐ General Retail ☐ Bakery ☐ Gordon Food Service Store ☐ Doughnut/Coffee Shop ☐ Supermarkets
lospitality	Colleges	Long-Term Care	Schools	Other
Hotel Motel Resort Inn Passenger Ship	2-Year Private 4-Year Community 4-Year State 4-Year Private Fraternity/Sorority	☐ CCRC ☐ Skilled Nursing ☐ Assisted Living	☐ Day Care ☐ Elementary ☐ High School	Hospital - Acute Camp Senior Meals
ffiliation (Please choose o	only one)			
Franchise Public/Federal	National Chain Parochial	Public/Community	Private/Independent	☐ Public/State
lenu Theme				
] American] Asian] Bakery] Beef] Chicken] Deli	☐ Eggs ☐ French ☐ German ☐ Greek ☐ Hamburger ☐ Health	☐ Ice Cream ☐ Italian ☐ Kosher ☐ Latin ☐ Mediterranean ☐ Mexican	☐ Non-Food ☐ Pizza ☐ Pork ☐ Ribs ☐ Seafood ☐ Servibar	☐ Steak ☐ Vegetarlan
anagement (Please choos	e only one)			

NOTICE REQUIRED BY FEDERAL LAW. This notice is for non-trade applicants, if this Application is not approved in full or if any other adverse action is taken with respect to applicant's credit with Gordon Food Service, applicant has the right to request within sixty (60) days of Gordon Food Service's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.

GENERAL PROVISIONS AND SECURITY AGREEMENT

- 1. The Customer agrees to pay for all goods and services ordered or procured from Gordon Food Service, inc. or one or more of its current or future subsidiaries or affiliates ("GFS") on the terms set forth in this Customer Account Application (this "Application"). Any credit terms granted will be deemed to be a TiME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due involces. In the event of default, the Customer agrees to pay to GFS or its assign, as an element of damages, all expenses of collection including actual attorneys' fees. GFS retains all rights of set off against any amounts or credits owed to the Customer.
- 2. The Customer agrees to be bound by the general provisions of this Application and those contained on GFS' invoices. These terms and conditions shall be the exclusive terms with respect to the sale and purchase of goods and any terms contained in or referenced by the Customer's purchase orders or any other documents of the Customer are rejected and non-binding on GFS.
- 3. All credit terms extended to the Customer are subject to change and can be amended at the sole discretion of GFS, at any time. The Customer consents to all changes of credit terms, extensions of credit, and any extensions or forbearance by GFS. This Application does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS may cease providing goods and services to the Customer at any time. Prices of products or other goods or services provided by GFS are not guaranteed until established on an invoice at the time of delivery. GFS must be notified in writing within 30 days of the invoice date of any claim related to the amounts charged on an invoice or any dispute of the sell price of products and, unless GFS is so notified, such claims are waived.
- 4. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Unless claimed at the time of delivery (prior to GFS' delivery driver leaving the Customer's location) any claim for damaged, undelivered or non-conforming goods is walved. In the event of a key drop delivery by GFS, such claims must be made by 3:00 p.m. (local time) the following day. If any goods provided are defective, the Customer's sole and exclusive remedy shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes. In no event shall GFS be liable for incidental, punitive, exemplary, indirect or consequential damages, or lost profits arising under or related to the goods and services provided by GFS.
- 5. GFS may assign and/or sell any accounts receivable or indebtedness owed by the Customer and, in the event of such assignment and/or sale (or any subsequent assignment or sale) any claims, defenses, and counterclaims of every kind and description that the Customer has against GFS is waived as to any transferee, assignee or pledgee. Further, the Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
- 6. The Customer, the Customer's principals and any Guarantors that sign this Application (the "<u>Signators</u>") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain lits/their business and/or consumer credit reports ("<u>Reports</u>") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
- 7. If any check, draft, EFT, ACH or any other order of payment (each, a "<u>Transaction</u>") is dishonared for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID OR DISHONORED TRANSACTIONS.
- 8. If the Customer is a franchisee or member of a group purchasing organization (each, an "<u>Organization</u>") and the Customer is purchasing from GFS under a written agreement between GFS and the Organization, then the Customer agrees to abide by and accepts all terms of such agreement as modified, amended or superseded from time to time.
- 9. All inventory of proprietary goods or goods special ordered (or manufactured) for the Customer or goods not normally stocked, but brought into inventory to service the Customer, must be immediately purchased if the Customer ceases to use such goods or discontinues doing business with GFS.
- 10. The Customer acknowledges that purchases made at Gordon Food Service Stores or delivered directly may be electronic transactions. In the event of an electronic transaction, the Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. The Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Application.
- 11. In the event any provision of this Application is held to be invalid, unenforceable or illegal, the other provisions shall remain fully enforceable. The provisions of this Application may only be amended by a written instrument signed by both GFS and the Customer.
- 12. The Customer and any Guarantors agree that all actions or proceedings arising out of, from, or related to this Application shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. If GFS selects a different forum, then the Customer agrees that venue is proper in any court of competent jurisdiction that GFS selects in the state where the Customer is located or conducting business. To the extent permitted by applicable law, the Customer and Guarantors walve any right they may have to transfer or change the venue of any litigation brought against the Customer and WAIVE TRIAL BY JURY,
- 13. If GFS grants credit terms to the Customer pursuant to this Application, then the Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors (the "Collateral") to secure payment of all goods purchased on credit from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel nappr, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or agrinuation of other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest of the Collateral shall be without process.

SIGNED:	O IPU	o muce	0	TITLE:_	CFO
PRINTED NAME:	450	miller		DATE:	7/23/2016
			PERSONAL GUARANTY		

The undersigned (each, a "Guarantor") unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") by the Customer whether or not contemplated at the time of execution of this Personal Guaranty (this "Guaranty"). All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of the Customer, Creditor, any co-guarantor, or other person, are expressive waived by Guarantor. Guarantor further waives (a) the requirement that his/her/their name appear on any invoices; (b) the right to require Creditor to first proceed against the Customer or any other party; (c) the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agreed that Creditor may proceed against Guarantor on this guaranty without aking any action against the Customer or any other party and without proceeding against or applying any security it may/hold; and (d) notice of acceptance of this guarantor. Guarantor agrees to be personally liable for the debts of the Customer and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorneys' fees and all other costs incurred to the collection of any indebtedness awed by the Customer. Until such time Creditor receives payment of all indebtedness awed by the Customer, Guarantor waives any right to reimbursement, contribution, indepthilication and subrogation it may have against the Customer, or recover any monies that are paid by Guarantor. Guarantor agrees to be bound by paragraphs 2, 5, 5, 9, 12 and 13 of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE GUARANTOR.

SIGNED:	DATE:	SIGNED:	DATE:
PRINTED NAME:		PRINTED NAME:	
Witnessed by:w	hose full name and addr	ress is:	

an officer, partner, member or owner of your organization. Your answers to all questions will enable us to expedite your application. All pages must be fully completed and signed on page four in order to complete the account approval process. east Lansine Happat Telephone No. Telephone No.

Fax 170.

City/State

Zip Code

Zip Code

Zip Code Trade Name (Location Name) Fax No. E-mail Address 300 More Delivery Address Country ()
Telephone No. Billing Address (If different from delivery address) Corporate/Legal Name ("Customer") PLEASE PROVIDE LEGAL ENTITY NAME, ADDRESS AND INFORMATION BELOW: ☐ Corporation : X Limited Liability Co.: EL Brewpub ,LLC City/State/Zip: Grand RapidS MT 49503 ☐ Limited Partnership:_____ ☐ Proprietorship: ☐ General Partnership:_ Date Current Owner Took Over:_ Complete the following for all partners, members, or individual owner(s)/principal(s): Home Address City/State Home Address Phone No. Zip Code Phone No. Driver's License No. & State Social Security No. Driver's License No. & State Signature Date Signature (Please list any additional partners, members or principals on a separate sheet) Will you provide current financials?

Yes

No (If yes, please attach most recent financial statements) **Terms Requested:** □ C.O.D. □ Weekly □ Other:_____ Average Weekly Purchases:\$ ☐ Check GFS Easy Pay (Must complete electronic funds transfer agreement) **Payment Method:** \Box Cash Trade References: 1) **Business Name** Phone No. : Phone No. Phone No. 3 171 Grand Roxpids, MI (6/6) 242-1760 Banking Info.: Mercanfile Bank **Tax Exempt Status:** □ Resale Only ☐ All Sales Tax Exempt No.: (A copy of your Tax Certificate and/or Letter is required)

INSTRUCTIONS: Please Frint of type. Fill the all spaces and complete by signing where indicated. The party signing must either be

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ONLINE ORDERING AND ACCOUNTING				
GFS Experience TM offers you the ability to place orders and pay invoices online through our secured application. When you elect to pay online, you will also be given access to view and print your prior transactions. You can obtain more information about these services from your GFS representative or by checking the appropriate box below. These services are currently not available to GFS Marketplace customers.				
ORDERING: I would like more information about placing orders or	nline using GFS Experience.			
ORDERING AND ACCOUNTING: I would like more informati with My Account.	on about ordering and paying online using GFS Experience			
CONTINUING SERV	ICE CADD			
All of our customers may purchase product from any of our Gordon Food So However, you will be responsible for all purchases made on your account r individual. You may elect to have your account secured, for identification purposelect the security/identification option, you may only use your account at our M sales associate at the point of sale.	ervice Marketplace Stores by providing your account information. egardless of whether the purchases were made by an authorized oses, and we will provide you with continuing service cards. If you			
User Preference: ☐ I would like my account set up with the SECURITY/I to my designated purchasers. I understand that I am response				
<u>Invoice Options</u> : In addition to a register receipt with all pertinent invoice info	ormation, I want (Please select only one):			
☐ An e-mailed invoice to: ☐ A faxour Only my register receipt as an invoice showing purchase information.	ed invoice to:			
Send Cards to: ☐ Delivery Address ☐ Bill to Address ☐ Other:				
OVERDATED OF ACCO	DVC+MOV			
CUSTOMER CLASSI	FICATION			
(Please choose only one below):				
	musement and Recreation			
	Golf Club (Public) ☐ Ski Resort ☐ Bowling Alley ☐ Golf Club (Private) ☐ Stadium ☐ Theme Park			
	Health/Athletic Club ☐ Fair/Festival ☐ Theater			
Hotels and Others Food Stores B	usiness Services			
	Catering Int'l Resort Hotel			
	Vending ☐ Int'l Redistribution			
	Redistribution □ Co-op Small Business □ Office			
	In-plant			
	Other Non-Commercial Government Program Church Fund Raiser			
•	Community Feeding			
☐ Assisted Living ☐	. —			
	Transportation Military Feeding			
	<u>Colleges</u>			
	2-Year Private			
☐ Elementary ☐ Sporting/Recreation/Camps ☐ High School ☐	☐ 4-Year Community ☐ Fraternity/Sorority ☐ 4-Year State			
AFFILIATION (choose one): □ Franchise □ National Chain	☐ Parochial			
Public/Communi				
MENU THEME				
American Chicken German Ice Cream	Mediterranean □ Pork □ Servibar			
□ Asian □ Deli □ Greek □ Italian □	Mexican □ Poultry □ Steak			
☐ Bakery ☐ Eggs ☐ Hamburger ☐ Kosher ☐	Non-Food □ Ribs □ Vegetarian □ Pizza □ Seafood			
☐ Beef ☐ French ☐ Health ☐ Latin ☐	F122a □ Sea1000			
MANAGEMENT (choose one): Owner/Operator Indepen	ndent Contracted Food Services			

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GENERAL PROVISIONS AND SECURITY AGREEMENT

- 1. All prices quoted or billed are cash prices and do not include credit terms. Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, Customer agrees to pay to Gordon Food Service, Inc., GFS Central States, LLC and GFS Florida, LLC ("GFS") or its affiliates or assigns, as an element of damages, all expenses for collection including actual attorney fees. GFS retains all rights of set off against any amounts or credits owed to Customer.
- 2. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. If any goods provided are defective the Customer's remedy, in the sole discretion of GFS, shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes, of any such goods. In no event shall GFS be liable for incidental or consequential damages arising from alleged defects. If Customer provides GFS with key access for early or after hours delivery ("Key Drop"), Customer hereby waives any and all claims, actions or suits against GFS arising out of or in any way connected to the Key Drop delivery. Unless disputed in writing within 30 days from invoice date, any claim that goods were not delivered is waived by Customer.
- 3. GFS may assign and/or sell any accounts receivable or indebtedness owed by a Customer to GFS and, in the event of such assignment and/or sale (or any subsequent assignment or sale) Customer waives, as against any transferee, assignee or pledgee, all claims, defenses and counterclaims of every kind and description that Customer may have against GFS. Further, Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
- 4. The Customer's principals and any Guarantors that sign this Agreement ("Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
- 5. If this Application is not approved in full or if any other adverse action is taken with respect to Customer's credit with GFS, Customer has the right to request within sixty (60) days of GFS' notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.
- 6. If any check, draft, EFT, ACH or any other order of payment ("Transaction") payable to GFS is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID TRANSACTIONS or any Transactions dishonored or unpaid for any reason.
- 7. The Customer acknowledges that purchases made at GFS Marketplace stores or delivered directly may be electronic transactions. In the event of an electronic transaction, Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Agreement. If Customer selects GFS Experiencetm, the use of Customer's user identification name and password hereby constitutes an electronic signature in accordance with the Electronic Signatures in the Global and National Commerce Act of 2000, authorizing access to such information. Customer accepts full responsibility for any transaction initiated through Customer's user identification name under the GFS Experience application.
- 8. This Agreement shall be binding upon and inure to the benefits of GFS and the Customer and their respective heirs, executors, administrators, legal representatives, successors, agents and assigns. The Customer agrees to notify GFS, in writing, by regular mail at P.O. Box 2244, Grand Rapids, MI 49501 of any change of ownership and further agrees to be liable for all purchases should the Customer fail to comply with said notification. All credit terms extended to Customer are subject to change and can be amended at the sole discretion of GFS, at any time. Customer consents to all changes of terms, extensions of credit, and any extensions or forbearance by GFS. This agreement does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS, in its sole discretion, may terminate the Customer at any time.
- 9. Customer irrevocably agrees that, subject to GFS' sole discretion, all actions or proceedings arising out of, from, or related to this Agreement shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. Customer consents and submits to the personal jurisdiction of any such court. If GFS selects a different forum, then Customer agrees that venue is proper in the following counties: FL Orange or Miami-Dade; IL Cook; KY Jefferson; OH Lucas or Cuyahoga; MO St. Louis; PA Allegheny or Philadelphia; TN Knox or Davidson; WI Milwaukee. To the extent permitted by applicable law, Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against Customer and hereby waive trial by jury.
- 10. If GFS grants credit terms to Customer pursuant to this agreement, then Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors ("Collateral") to secure payment of all goods purchased on credit, without limitation, from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

Applicant's Signature:			- Projection of S		Date: 6/9//
Name Printed: 6	DM	Boyr)	915R9770N	IZ ///
• • • • • • • • • • • • • • • • • • • •	0		PERSONAL GUARANTY		

The undersigned unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") whether or not contemplated at the time of execution of this Guaranty. All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor waives the right to require Creditor to first proceed against Customer or any other party. Guarantor waives the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold. Guarantor further waives notice of acceptance of this guaranty and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorney fees and all other costs incurred in the collection of any indebtedness owed by Customer. Until such time Creditor receives payment in full of all indebtedness owed by Customer to Creditor, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have now or in the future against Customer to recover any monies that are recovered from Guarantors under the guaranty. Guarantor in addition agrees to be bound by paragraphs four, nine and ten of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE SIGNATORY.

Signed:	Printed Name:	Date:
Witness:	Witness:	



CUSTOMER ACCOUNT APPLICATION

Please check the appropriate division and return the completed application to the designated location.

Gordon Food Sonice® (Non-Commercial and Chaine), PO Roy 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024



ш	Gordon Food Services (Non-Commercial an	id Chains), FO box 2244, Grand Rapids, IVII, 49301, pho	ne: (600) 700-7300, lax: (616) 717-6024
	☐ Non-Commercial	<i>y</i>	•
	☐ : Chains National		4

- Chains Greenville, SC
- []' Chaire Oada []
- ☐ Chains Ocala, FL
- Great Lakes East Division (Commercial), 8040 Kensington Court, Brighton, MI, 48116, phone: (248) 446-8348, fax (248) 486-4222
- Great Lakes West Division (Commercial), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Ohio Valley Division (Commercial), 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215
- Central States Division (Commercial), 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091
- ☐ Florida Division (Commercial), 2850 NW 120th Terrace, Miami, FL, 33167, phone: (305) 507-2844, fax: (305) 459-8746

/≟≟≟i Marketplace

GFS Marketplace®, PO Box 1562, Grand Rapids, MI, 49501, phone: (800) 968-6109, fax: (616) 717-9610

Section to be completed by Customer Development Sp	ecialist or GFS Marketplace Store Man	ager
Sales No.:	Store No.:	1
Does the customer have other accounts with Gordon Food Service? If so the Change of owner? If so, please provide the current customer number:	o, please provide account numbers:	
Change of owner: it so, please provide the current customer humber.		FORM NO.: REV 10/09

officer, partner, member or owner of your organization (customer). Your answers to all questions will enable us to expedite your application. All pages must be fully completed and signed on page four in order to complete the account approval process. (616) 451-4677 www.hopcatar.com Trade Name (Location Name) 10NIA Delivery Address Billing Address (If different from delivery address) City/State Zip Code Telephone No. Original date opened for business: Month____ Year__ Date current owner(s) took over: Month_ Year_ Corporate/Legal Name (Please select the corporate/legal entity and supply the complete name and requested contact information): Address: 25 Ionia St _____, INC LLC Limited Liability Co.: 9 VOLT, LLC City/State/Zip: Gray Rapids MI 49503 Telephone No.: (616) 451-467 ☐ Limited Partnership:___ Proprietorship:____ E-Mail Address: Garry @ Hopcatar. (OM General Partnership:___ Complete the following for all partners, members, or individual owner(s)/principal(s): PRESIDENT/OUNER Name Name Title 631 Kenttills Kd NE Grand RAPIOSME Home Address City/State Home Address City/State 49505 W/4 365-0403 Zip Code Phone No. Social Security No. Social Security No. Driver's License No. & State Signature Date (Please list any additional partners, members or principals on a separate sheet) Will you provide current financials? Yes No (If yes, please attach most recent financial statements) Avg. Weekly Sales: \$\P3600 Terms Requested: [] C.O.D. Weekly: 15 D475 (What you expect to purchase) Payment Method: ☐ Cash ☐ EFT ☐ GFS My Account Trade References: 1) Business-Name Phone No. ----Business Name --) Business Name Phone No. **Business Name** Phone No. Tax Exempt Status:
Resale Only ☐ All Sales Tax Exempt No.: (A copy of your Tax Certificate and/or Letter is required) Business Real Estate:

Mortgage Land Contract Sam Cumming S(6:6) 458-5235 Girapides MTS

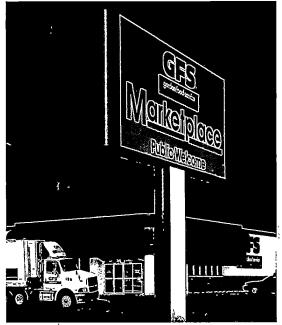
Name of Bank, Land Contract Holder or Landlord 5. City/State Equipment is: [] Leased X Free & Clear [] Financed Liquor License: Number: License Name: _ (616 653-5440 Banking Information: 5 Account No. City/State Phone No.

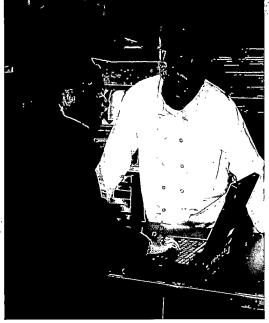
INSTRUCTIONS: Flease print of type. Fill in all spaces and complete by signing where indicated. The party signing must be an













What matters to you, matters to us.

CUSTOMER ACCOUNT APPLICATION

Please check the appropriate division and return the completed application to the designated location.



- Gordon Food Service® (Non-Commercial and Chains), PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
 - ☐ Non-Commercial
 - ☐ Chains National
 - ☐ Chains Greenville, SC
 - ☐ Chains Ocala, FL
- Great Lakes East Division (Commercial), 8040 Kensington Court, Brighton, MI, 48116, phone: (248) 446-8348, fax (248) 486-4222
- Great Lakes West Division (Commercial), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-4893
- Ohio Valley Division (Commercial), 4980 Gateway Blvd., Springfield, OH, 45502, phone: (800) 905-3088, fax: (937) 525-7215
- ☐ Central States Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (888) 968-7500, fax: (502) 215-1091
- ☐ Florida Division, 3301 NW 125th Street, Miami, FL, 33167, phone: (800) 274-4533, fax: (305) 459-8746

Marketplace

GFS Marketplace®, PO Box 1562, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-4556

ction to be completed by Customer D	evelopment Specialist or GFS Marketplace Store Manager	. •
les No.:	Store No.:	
os the sustamer have other assounts	with Gordon Food Service? If so, please provide account numbers:	
es the customer have other accounts	with Gordon Food Service: It so, please provide account numbers:	

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DELIVERIES WILL BE C.O.D. UNTIL CREDIT TERMS HAVE BEEN APPROVED. All prices quoted or billed are cash prices, and do not include credit terms. The credit terms agreed to by Customer herein will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, Customer agrees to pay to Gordon Food Service ("GFS") or its assigns as an element of damages, all expenses for collection including actual attorney fees.

- 2. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. If any goods provided are defective the Customer's remedy, in the sole discretion of GFS, shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes, of any such goods. In no event shall GFS be liable for incidental or consequential damages arising from alleged defects. Customer agrees that any action or suit against GFS arising out of the sale of goods or services must be brought within 180 days of time of delivery or the event giving rise to the claims, whichever is earlier, or be forever barred, and Customer waives any limitation periods to the contrary.
- 3. GFS may assign and/or sell any accounts receivable or indebtedness owed by a Customer to GFS and, in the event of such assignment and/or sale (or any subsequent assignment or sale) Customer waives, as against any transferee, assignee or pledgee, all claims, defenses and counterclaims of every kind and description that Customer may have against GFS. Further, Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with/GFS.
- 4. The information provided in this Agreement is given for purposes of establishing an account with GFS. The Customer, Customer's principals and any Guarantors that sign this Agreement ("Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. If credit is extended, Signators authorize GFS to obtain additional Reports from time to time. Signators authorize GFS to obtain and use Reports to the fullest extent permitted by Federal and State law.
- 5. If this Application is not approved in full or if any other adverse action is taken with respect to Customer's credit with GFS, Customer has the right to request within sixty (60) days of GFS' notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.
- 6. If any check or draft payable to GFS is dishonored for any reason, GFS may represent the check for payment. For each dishonored check received, whether or not subsequently honored, Customer agrees to pay GFS \$25 or the maximum amount permitted by State law, whichever is higher. THE SIGNOR INDIVIDUALLY AND NOT IN REPRESENTIVE CAPACITY SHALL BE RESPONSIBLE FOR ALL UNPAID CHECKS or any checks dishonored or unpaid for any reason.
- 7. The Customer acknowledges that purchases made at GFS Marketplace retail centers or purchases delivered directly to Customer may be electronic transactions. In the event of an electronic transaction, Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Agreement.
- 8. This Agreement shall be binding upon and inure to the benefits of GFS and the Customer and their respective heirs, executors, administrators, legal representatives, successors, agents and assigns. The Customer agrees to notify GFS, in writing, by regular mail at P.O. Box 2244, Grand Rapids, MI 49501 of any change of ownership and further agrees to be liable for all purchases should the Customer fail to comply with said notification. All terms extended to Customer are subject to change and can be amended at the sole discretion of GFS, at any time. This agreement does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS, in its sole discretion, may terminate the Customer at any time.
- 9. Customer irrevocably agrees that, subject to GFS' sole discretion to the extent permitted by law, all actions or proceedings arising out of, from, or related to this Agreement shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. Customer consents and submits to the personal jurisdiction of any such court. If GFS selects a different forum, then Customer agrees that venue is proper in the following counties: FL Orange or Miami-Dade; IL Cook; KY Jefferson; OH Lucas; MO St. Louis; TN Knox; WI Milwaukee. To the extent permitted by applicable law, Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against Customer and hereby waive trial by jury.
- 10. If GFS grants credit terms to Customer pursuant to this agreement, then Customer grants to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Customer ("Collateral") to secure payment of all goods purchased on credit, without limitation, from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Customer grants GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Customer agrees that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

Applicant's Signature: Title: Managing 8+nr. Date: 12-40

Name Printed: Mark Solves

PERSONAL GUARANTY

The undersigned unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") whether or not contemplated at the time of execution of this Guaranty.. All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor waives the right to require Creditor to first proceed against Customer or any other party. Guarantor waives the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold. Guarantor further waives notice of acceptance of this guaranty and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorney fees and all other costs incurred in the collection of any indebtedness owed by Customer. Until such time Creditor receives payment in full of all indebtedness owed by Customer to Creditor, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have now or in the future against Customer to recover any monies that are recovered from Guarantors under the guaranty. Guarantor consents to the use of non-business consumer credit reports on the Guarantor in order to further evaluate credit worthiness in connection with the extension of credit to Customer. Guarantor authorizes Creditor to obtain a consumer credit report on the Guarantor from time-to-time to use to the fullest extent permitted by Federal and State law. All actions or proceedings brought against any Guarantor shall be litigated in courts having their location in Kent County, Michigan, unless Creditor selects a different forum. Guarantor consents and submits to the personal jurisdiction of any such court. If Creditor selects a different forum, then Guarantor agrees that venue is proper in the following counties: FL - Orange or Miami-Dade; IL - Cook; KY - Jefferson; MO - St. Louis; OH - Lucas, TN -Knox; WI - Milwaukee. To the extent permitted by law, Guarantor waives the right to transfer or change venue of any litigation and waives the right to trial by jury. USE OF A CORPORATE TITLE SHALL IN NO WAY LIMIT THE PERSONAL LIABILITY OF THE SIGNATORY.

Signed: Printed Name: Mark Selvers Date: 12-4-07
Witness: Witness: Boyon #23409/402

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CONTINUING SERVICE CARD

All of our customers may purchase product from any of our Gordon Food Service Marketplace Stores by providing your account information. However, you will be responsible for all purchases made on your account regardless of whether the purchases were made by an authorized individual. You may elect to have your account secured, for identification purposes, and we will provide you with continuing service cards. If you select the security/identification option, you may only use your account at our Marketplace Stores if you present your continuing service card to our sales associate at the point of sale. <u>User Preference</u>: I would like my account set up with the **SECURITY/I.D. OPTION** and understand that I am responsible to issue cards to my designated purchasers. I understand that I am responsible for all purchases made using my card. <u>Invoice Options</u>: In addition to a register receipt with all pertinent invoice information, I want (Please select only one): An e-mailed invoice to: Michael. Mc Kow N11. Concost. net A faxed invoice to: My invoice printed at the store and given to my purchaser.

Only my register receipt as a invoice showing invoice information. Send Cards to: Delivery Address Bill to Address Other: **CUSTOMER CLASSIFICATION** Choose one classification in commercial or non-commercial **COMMERCIAL Eating and Drinking Places Amusement and Recreation** ☐ Family Restaurant ☐ Truck Stop ☐ Golf Club (Public) ☐ Ski Resort ☐ Bowling Alley ☐ White Tablecloth Tavern/Bar ☐ Golf Club (Private) ☐ Theme Park ☐ Fast Service ☐ Pizzeria ☐ Stadium Delicatessen ☐ Ice Cream Shop ☐ Cafeteria ☐ Health/Athletic Club ☐ Fair/Festival ☐ Theater Business Services **Hotels and Others** Food Stores ☐ Int'l Resort Hotel ☐ Convenience Store Bakery ☐ Catering ☐ Hotels ☐ Int'l Redistribution ☐ In-Store Deli ☐ GFS Store ☐ Vending □ Redistribution · 🛮 Ćo-op_ ☐ Resort □ In-Store Restaurant ☐ Small Business ☐ Office □ Inn ☐ Snack Bar ☐ In-plant / / / / ☐ Passenger Ship ☐ General Retail **NON-COMMERCIAL** Other Non-Commercial Hospitals . **Nursing Homes** ☐ Government Program ☐ Church ☐ Fund Raiser ☐ Local Short Term ☐ Retirement Home ∏ Care Long Term Community Feeding ☐ Public Facility ☐ Jails/Prison ☐ State ☐ Skilled/Semi Skilled Service Club ☐ Federal ☐ Transportation ☐ Military Feeding Schools Sporting/Recreation/Camps Colleges Day Care ☐ Camps ☐ 2-Year Private ☐ 4-Year Private ☐ 4-Year Community ☐ Fraternity/Sorority ☐ Elementary ☐ 4-Year State ☐ High School AFFILIATION (choose one) Private/Independent □ Parochial □ Franchise ☐ National Chain ☐ Public/Community ☐ Public/Federal ☐ Public/State MENU THEME American ☐ Ice Cream ☐ Chicken ☐ German ☐ Mediterranean ☐ Pork ☐ Servibar ∏ Italian ∏ Asian □ Deli ∏ Greek ∏ Mexican ☐ Poultry ∏ Steak ☐ Hamburger ∏ Non-Food □ Vegetarian Bakery ☐ Eggs ☐ Kosher ☐ Ribs □ Beef ☐ French ☐ Health ☐ Latin □ Pizza ☐ Seafood

☐ Contracted Food Services

MANAGEMENT (choose one)

Owner/Operator

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Serving your success, at your door or at our store.







- · Serving and caring for foodservice customers for over 115 years.
- · A family company committed to building partnerships.
- · Quality foodservice products and the choices you need to succeed.
- · Services that help you achieve your goals and make dreams a reality.





Customer Account Application

Please return your completed application to the servicing Gordon Food Service, company checked below

- Non-Commercial and National Chains*, PO Box 2244, Grand Rapids, Fil. 49501, phone. (800) 968-7500, fax: (616) 717-6024
- ☐ Gordon Food Service Store****, PO Box 2244, Grand Rapids, Mt. 49501, phone. (800) 905-4074, fax; (616) 717-9610

Gordon Food Service, Inc.

- Allegheny Valley Division, 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax. (937) 525-7215
- Carolinas Division, PO Box 2244, Grand Rapids, 141, 49501, phone. (800) 968-7500, fax. (616) 717-6024
- Great Lakes Division (Brighton), 8040 Kensington Court, Brighton, NI, 4816, phone: (616) 717-6359, fax: (248) 486-4222
- ☐ Great Lakes Division (Clay Ave), PO Box 1320, Grand Rapids, MI. 49501, phone; (800) 958-6360, fax. (616) 717-4893
- Great Lakes West Division, PO Box 1320, Grand Rapids, Ml, 49501, phone: (800) 968-6360, fax. (616) 717-4893.
- ☐ Mid-Atlantic Division, IOO Commerce Drive, Newark, DE. 19713, phone: (410) 273-3524, fax: (616) 717-9881
- Ohio Valley Division, 4980 Gateway Blyd., Springfield, OH, 45502, phone; (937) 525-7236, fax; (937) 525-7215

GFS Central States, LLC

- □ Central States Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 4016S, phone: (800) 840-9851, fax. (502) 215-1091
- ☐ Southeast Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40:65, phone: (800) 840-9851, fax: (502) 215-1091

GFS Florida, LLC

☐ Florida Division, 2850 NNV 120th Terrace, Miamy, FL. 33167, phone. (505) 507-2906, fax; (305) 459-8746

Glazier Foods Company

Glazier Division, 11303 Antoine Dr., Houston, TX, 77066, phone. (800) 989-6411, fax. (616) 717-9020

Perkins Paper, LLC

- ☐ Perkins Division, 630 John Hancock Rd., Taunton, MA, 02760, phone: (774) 226-1500, fax: (774) 226-1782
- * Non Commercial and National Chain customers may be serviced by one or more of the foregoing companies. National Chain customers may also be serviced by GFS Chain Alliance, LLC.
- ** Florida stores are operated by GFS Stores. LLC and all others are operated by GFS Harketplace, LLC.

Sales No.	Stare No.:	
Does the customer have other accounts of	with Gordon Food Service? If £6, please provide account numbers:	

Please provide your delivery and billing information.	
LOCATION NAME: HOPCA + HOLICAN C	OWNERSHIP: Length of time owned.
A/P CONTACT: Denise Willison	
DELIVERY ADDRESS	BILLING ADDRESS Check if the same as delivery address.
ADDRESS: 80 W8th St	ADDRESS: 35 Oakos SN # 400
arv: Holland	CITY: Grand ROLDICS
STATE: M ZIP: 49423 COUNTRY: U.S.	STATE: M/ ZIP: 49505 COUNTRY: 1/5
PHONE 1/10 9/05 978 FAX:	PHONE 01 (0 9 6.5 9 7 8 60):
Disease requires all of the information below for the local own	
Please provide all of the information below for the legal own	
though this	ropsietorship Partnership Other:
ENTITY NAME: TIDPCOST TIDIPONO	STATE FILED: ///
ADDRESS: 80 W 8+n 8+	
CITY: Holland	
OWNER/OFFICER/MEMBER INFORMATION	
NAME DIKTY VENTULES TITLE:	NAME:TITLE:
ADDRESS 35 Oakes SW # 400	ADDRESS:
GITY: Grand Roupids	
STATE: M1 ZIP: 49503 PHONE: 010 905	
8379 ₀₁	
Social Security Number Driver's License Number & State	SSN: DL: Social Security Number Driver's License Number & State
SIGNED: DATE:	
	mation as set forth in paragraph six of the General Provisions and Security Agreement.
Please provide the financial and purchasing information requ	Λ /
What payment terms are you requesting?	eekly Auther:
What are your estimated weekly purchases from Gordon Food Service?	\$
*Include a copy of resale certificate	Federal Government ""Include a vidence of tax exempt status """Include a copy of direct pay permit
Please provide your Federal Tax Identification Number (a/k/a EIN):	1150
Do you require a purchase order?	
If you would like a statement, please specify the following: **Frequence** **Method **Method **Transport of the following	
Please provide your banking information below.	
BANK: MEY CAN TILL BANK	ACCOUNT NO. 0451 PHONE: 4167365898
Please provide your supplier and trade references below.	
NAME:	ACCOUNT NO.: PHONE:
NAME:	ACCOUNT NO.: PHONE:
NAME:	ACCOUNT NO . BUONE.

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Please let us kno	ow your interest in our orderi	ng and payment services	•	
Gordon Experience offers you the ability to place orders, pay involces and access other account services through our secure online application. Gordon Food Service Easy Pay is a convenient payment method that takes away the worry and hassle of processing checks by providing automatic processing of your payments through electronic funds transfer. Please let us know what services you would like more information about.				
GORDON EXPERIENCE: Yes, please send me more information about Gordon Food Service Experience.				
GORDON FOOD SER	_		bout Gordon Food Service Easy Pa	
Select your pref	erences for purchases made a	t a Gordon Food Service	Store.	
Gordon Food Service is proud to offer you the option to use your account to purchase from your local Gordon Food Service Store. Your account will be automatically enrolled in our standard service and you may make purchases by providing your account information. You will be responsible for all purchases made with your account information, regardless of whether the purchases were made by an authorized individual. You also may elect to have identification cards issued, and we will provide you with continuing service cards.				
CARD OPTION: Yes, please issue me continuing service cards. I understand that I am responsible to issue the cards to my designated purchasers, and that I am responsible for all purchases made using the card. Please deliver my cards to:				
	☐ Delivery Address ☐ Billing A	Address		
INVOICE OPTION:	You will automatically receive a rece	lpt with all pertinent invoice in	formation at the time of purchase	You may also select one other option
	An invoice emailed to:			
	An invoice faxed to:			
Please help us to	better serve you by providin	g some information abo	ut your business.	
<u>Customer Classificati</u>	on (Please choose only one)			
Eating and Orinking	Amusement and Rec.	Business Services	Non-Commercial	Food Stores
Family Restaurant Fast Service Ice Cream Shop White Tablecloth Tavern/Bar Delicatessen Truck Stop Pizzeria Cafeteria	Public Golf Club Private Golf Club Health Club Ski Resort Stadium Fair/Festival Bowling Center Theme Park Theater	Catering Vending Redistribution Small Business In-Plant Int'l Resort fot'l Redistribution Co-operative	Gov. Program Comm. Feeding Service Club Transportation Church Public Facility Jail/Prison Military Fundralser	Convenience Store In-Store Deli In-Store Restaurant Snack Bar General Retail Bakery Gordon Food Service Store Doughnut/Coffee Shop
Hospitality	Colleges	Long-Term Care	<u>Schools</u>	Other
☐ Hotel ☐ Matel ☐ Resort ☐ Inn ☐ Passenger Ship	2-Year Private 4-Year Community 4-Year State 4-Year Private Fraternity/Sorority	CCRC Skilled Nursing Assisted Living	☐ Day Care ☐ Elementary ☐ High School	☐ Hospital - Acute ☐ Camp ☐ Senior Meals
Affiliation (Please cho	ase only ane)			
Franchise Public/Federal	National Chain Parochial	Public/Community	Private/Independent	☐ Public/State
Menu Theme				
American Asian Bakery Beef Chicken Deli Management (Please	☐ Eggs ☐ French ☐ German ☐ Greek ☐ Hamburger ☐ Health	☐ Ice Cream ☐ Italian ☐ Kosher ☐ Latin ☐ Mediterranean ☐ Mexican	☐ Non-Food ☐ Pizza ☐ Pork ☐ Ribs ☐ Seafood ☐ Servibar	☐ Steak ☐ Vegetarian
				i

NOTICE REQUIRED BY FEDERAL LAW. This notice is for non-trade applicants. If this Application is not approved in full or if any other adverse action is taken with respect to applicant's credit with Gordon Food Service, applicant has the right to request within sixty (60) days of Gordon Food Service's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.

☐ Contracted Food Services

Owner/Operator

■ Independent

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GENERAL PROVISIONS AND SECURITY AGREEMENT

- 1. The Customer agrees to pay for all goods and services ordered or procured from Gordon Food Service, Inc. or one or more of its current or future subsidiaries or affiliates ("GF5") on the terms set forth In this Customer Account Application (this "Application"). Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, the Customer agrees to pay to GF5 or its assign, as an element of damages, all expenses of collection including actual attorneys' fees. GFS retains all rights of set off against any amounts or credits owed to the Customer.
- 2. The Customer agrees to be bound by the general provisions of this Application and those contained on GFS' invoices. These terms and conditions shall be the exclusive terms with respect to the sale and purchase of goods and any terms contained in or referenced by the Customer's purchase orders or any other documents of the Customer are rejected and non-binding on GFS.
- 3. All credit terms extended to the Customer are subject to change and can be amended at the sole discretion of GFS, at any time. The Customer consents to all changes of credit terms, extensions of credit, and any extensions or forbearance by GFS. This Application does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS may cease providing goods and services to the Customer at any time. Prices of products or other goods or services provided by GFS are not guaranteed until established on an invoice at the time of delivery. GFS must be notified in writing within 30 days of the invoice date of any claim related to the amounts charged on an invoice or any dispute of the sell price of products and, unless GFS is so notified, such claims are waived.
- 4. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Unless claimed at the time of delivery (prior to GFS' delivery driver leaving the Customer's location) any claim for damaged, undelivered or non-conforming goods is waived. In the event of a key drop delivery by GFS, such claims must be made by 3:00 p.m. (local time) the following day. If any goods provided are defective, the Customer's sole and exclusive remedy shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes. In no event shall GFS be liable for incidental, punitive, exemplary, indirect or consequential damages, or lost profits arising under or related to the goods and services provided by GFS.
- 5. GFS may assign and/or sell any accounts receivable or indebtedness owed by the Customer and, in the event of such assignment and/or sale (or any subsequent assignment or sale) any claims, defenses, and counterclaims of every kind and description that the Customer has against GFS is waived as to any transferee, assignee or pledgee. Further, the Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
- 6. The Customer, the Customer's principals and any Guarantors that sign this Application (the "Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
- 7. If any check, draft, EFT, ACH or any other order of payment (each, a "<u>Transaction</u>") is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID OR DISHONORED TRANSACTIONS.
- 8. If the Customer is a franchisee or member of a group purchasing organization (each, an "Organization") and the Customer is purchasing from GFS under a written agreement between GFS and the Organization, then the Customer agrees to abide by and accepts all terms of such agreement as modified, amended or superseded from time to time.
- 9. All inventory of proprietary goods or goods special ordered (or manufactured) for the Customer or goods not normally stocked, but brought into inventory to service the Customer, must be immediately purchased if the Customer ceases to use such goods or discontinues doing business with GFS.
- 10. The Customer acknowledges that purchases made at Gordon Food Service Stores or delivered directly may be electronic transactions. In the event of an electronic transaction, the Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an Itemized invoice or other document evidencing the transaction. The Customer agrees that the Itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Application.
- 11. In the event any provision of this Application is held to be invalid, unenforceable or illegal, the other provisions shall remain fully enforceable. The provisions of this Application may only be amended by a written instrument signed by both GFS and the Customer.
- 12. The Customer and any Guarantors agree that all actions or proceedings arising out of, from, or related to this Application shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. If GFS selects a different forum, then the Customer agrees that venue is proper in any court of competent jurisdiction that GFS selects in the state where the Customer is located or conducting business. To the extent permitted by applicable law, the Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against the Customer and WAIVE TRIAL BY JURY.
- 13. If GFS grants credit terms to the Customer pursuant to this Application, then the Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors (the "Collateral") to secure payment of all goods purchased on credit from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof, Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the sole discretion of GFS.

SIGNED: XXX IIIIX	TITLE: CFO
PRINTED NAME: LISA MILLEY	DATE:/ 18/20/9
PERSONAL GUARANTY	

The undersigned (each, a "Guarantor") unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") by the Customer whether or not contemplated at the time of execution of this Personal Guaranty (this "Guaranty"). All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of the Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor further waives (a) the requirement that his/her/their name appear on any involces; (b) the right to require Creditor to first proceed against the Customer or any other party; (c) the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold; and (d) notice of acceptance of this guaranty. Guarantor agrees to be personally liable for the debts of the Customer and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorneys' fees and all other costs incurred in the collection of any indebtedness owed by the Customer. Until such time Creditor receives payment of all indebtedness owed by the Customer, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have against the Customer to recover any monies that are paid by Guarantor. Guarantor agrees to be bound by paragraphs 2, 5, 6, 9, 12 and 13 of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE GUARANTOR.

SIGNED:	DATE:	SIGNED:	DATE:
PRINTED NAME:		PRINTED NAME:	
Witnessed by:	whose full name and adde	ess is:	

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Michigan Department of Treasury Form 3372 (Rev. 05-12)

Michigan Sales and Use Tax Certificate of Exemption

DO NOT send to the Department of Treasury. Certificate must be retained in the selfer's records. This certificate is invalid unless all four sections are completed by the purchaser.

SECTION 1: TYPE OF PURCHASE A. One-Time Purchase Order or Invoice Number: B. Blanket Certificate. Recurring Business Relationship	C. Blanket Certificate Expiration Date (maximum of four years):	
The purchaser hereby claims exemption on the purchase of tangible pers certifies that this claim is based upon the purchaser's proposed use of the Vondor's Name and Address Vondor's Name and Address Holland 80	onal property and selected services made from the vendor listed below. Items or services, OR the status of the purchaser. WRThST HOLLAND, MILES	This
SECTION 2: ITEMS COVERED BY THIS CERTIFICATE Check one of the following: 1. All Items purchased. 2: Limited to the following Items:	d items	
SECTION 3: BASIS FOR EXEMPTION CLAIM Check one of the following: 1. Sor Resale at Retail. Enter Sales Tax License Number: 2. For Lease. Enter Use Tax Registration Number:	1 conse # not received y	A.
	riospital (Circle type of organization). (c)(4) Exempt Organization (must provide IRS authorized letter with this l e Michigan Department of Treasury prior to June 1994 (must provide co	
SECTION 4: CERTIFICATION I declare, under penalty of perjury, that the information on this certificate is sources of law applicable to my exemption, and that I have exercised reasources of law applicable to my exemption, and that I have exercised reasources of law applicable to the ventor for tax and accrued interest.	total solve by the case in actions that my rigin of exemption is valid under the	l
Business Name	Type of Business (see codes on p	iage 2)
Businest Address	City, State, 2IP Code	
Business Telephone Number (Include area code)	Name (Print or Type)	\neg
Signature and Title	Cate Signed	-

Please provide your delivery and billing information.		
	19 200	OWNERSHIP:
A/P CONTACT: DENISE WILLSON	EMAIL	apa) Mr flippotures comed.
DELIVERY ADDRESS		eck if the same as delivery address.
ADDRESS; 300 E Water St	ADDRESS: 35	nvas shi #400
cirvi Kalamazoo	city: 6 (and	POLDING
STATE: ZIP: LO COUNTRY: U.S.	ival	P: 40503 COUNTRY (15
PHONE: FAX:	PHONE 0109105	P: 44505 COUNTRY: US
Please provide all of the information below for the legal ow		
CAITING TO CO.		
ENTITY NAME: BOX PY VEYTURES,	,	Other:
Dank V	A LV OVE	STATE FILED:
ADDRESS: SO DOLOS SIN # 100) PHONE: 0109105	7) 8 (FAX:
CITY: DYCHIO KELDIOS	STATE: ZIP:	9503 country:
OWNER/OFFICER/MEMBER INFORMATION	,—	
NAME:TITLE:	NAME:	TITLE:
ADDRESS:		
CITY:		
STATE:PHONE:	STATE: ZIP:	PHONE:
SON: DL: Driver's License Number & State	SSN:Social Security Number	DL:
SIGNED: DATE:		Since a preside Mottmet & 2016
he signor(s) above each consent to the release of his/her personal credit info	rmation as set forth in paragraph six o	DATE:DATE:
Please provide the financial and purchasing information requ	rested below.	one and accurry Agreement.
What naves and A	/eekly Other:	·
Vhat are your estimated weekly purchases from Gordon Food Service?		
Vhat is your tax-exempt status?	y Exempt Entity** None	Direct Pay Permit***
*Include a copy of resale certificate	**Include evidence of tax exempt status	***Include a copy of direct pay permit
lease provide your Federal Tax Identification Number (a/k/a EIN): o you require a purchase order?		
Vois would like a statement of		
Metho		LUNO HUDS COM
lease provide your banking information below.	And Man William	TIT WELLING OF FAX:
BANK: 11 KY COUNTILL BY XINK	ACCOUNT NO.	1227 PHONE: (01 10 247 77 10 1)
ease provide your supplier and trade references below.		
NAME:	ACCOUNT NO.:	PHONE:
NAME:	ACCOUNT NO.:	PHONE:
NAME:	ACCOUNT NO.:	PHONE

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GENERAL PROVISIONS AND SECURITY AGREEMENT

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- GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Unless claimed at the time of delivery (prior to GFS' delivery driver leaving the Customer's location) any claim for damaged, undelivered or non-conforming goods is waived. In the event of a key drop delivery by GFS, such claims must be made by 3:00 p.m. (local time) the following day. If any goods provided are defective, the Customer's sole and exclusive remedy shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes. In no event shall GFS be liable for incidental, punitive, exemplary, indirect or consequential damages, or lost profits arising under or related to the goods and services provided by GFS.
- GFS may assign and/or sell any accounts receivable or indebtedness owed by the Customer and, in the event of such assignment and/or sale (or any subsequent assignment or sale) any claims, defenses, and counterclaims of every kind and description that the Customer has against GFS is waived as to any transferee, assignee or pledgee. Further, the Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
- The Customer, the Customer's principals and any Guarantors that sign this Application (the "Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
- If any check, draft, EFT, ACH or any other order of payment (each, a "Transaction") is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID OR DISHONORED TRANSACTIONS.
- If the Customer is a franchisee or member of a group purchasing organization (each, an "Organization") and the Customer is purchasing from GFS under a written agreement between GFS and the Organization, then the Customer agrees to abide by and accepts all terms of such agreement as modified, amended or
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- 11. In the event any provision of this Application is held to be invalid, unenforceable or illegal, the other provisions shall remain fully enforceable. The provisions of this Application may only be amended by a written instrument signed by both GFS and the Customer.
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SIGNED:

PRINTED NAME: 2/30 1/1/1/2/	DATE: \$/25//0
PERSONAL GUARANTY	
The undersigned (each, a "Guarantor") unconditionally and irrevocably guarantees prompt paymen assignee and/or transferee ("Creditor") by the Customer whether or not contemplated at the t demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature expressly waived by Guarantor. Guarantor further waives (a) the requirement that his/her/their na proceed against the Customer or any other party; (c) the right to require Creditor to pursue any other proceed against Guarantor on this guaranty without taking any action against the Customer or any of it may hold; and (d) notice of acceptance of this guaranty. Guarantor agrees to be personally liable to extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor of any indebtedness owed by the Customer. Until such time Creditor receives payment of all independent in the contribution, indemnification and subrogation it may have against the Customer to to be bound by paragraphs 2, 5, 6, 9, 12 and 13 of the General Provisions and Security Agreement as by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE GUARANTOR	time of execution of this Personal Guaranty (this "Guaranty"). All ire of the Customer, Creditor, any co-guarantor, or other person, are ame appear on any invoices; (b) the right to require Creditor to first er remedy for the benefit of Guarantor and agrees that Creditor may other party and without proceeding against or applying any security for the debts of the Customer and consents to all changes of terms, or actual attorneys' fees and all other costs incurred in the collection debtedness owed by the Customer, Guarantor waives any right to precover any monies that are paid by Guarantor. Guarantor agrees

SIGNED:	DATE:	SIGNED:	DATE:
PRINTED NAME:		PRINTED NAME:	
Witnessed by:w	hose full name and addr	ress is:	

by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE GUARANTOR.

Case:20-01947-jwb Doc #:308-1 Filed: 09/14/2020 Page 48 of 87 Please let us know your interest in our ordering and payment services. Gordon Experience™ offers you the ability to place orders, pay invoices and access other account services through our secure online application. Gordon Food Service Easy Pay is a convenient payment method that takes away the worry and hassle of processing checks by providing automatic processing of your payments through electronic funds transfer. Please let us know what services you would like more information about. GORDON EXPERIENCE: Yes, please send me more information about Gordon Food Service Experience. GORDON FOOD SERVICE EASY PAY: Yes, please send me more information about Gordon Food Service Easy Pay. Select your preferences for purchases made at a Gordon Food Service Store. Gordon Food Service is proud to offer you the option to use your account to purchase from your local Gordon Food Service Store. Your account will be automatically enrolled in our standard service and you may make purchases by providing your account information. You will be responsible for all purchases made with your account information, regardless of whether the purchases were made by an authorized individual. You also may elect to have identification cards issued, and we will provide you with continuing service cards. CARD OPTION: Yes, please issue me continuing service cards. I understand that I am responsible to issue the cards to my designated purchasers, and that I am responsible for all purchases made using the card. Please deliver my cards to: ☐ Delivery Address ☐ Billing Address Other: You will automatically receive a receipt with all pertinent invoice information at the time of purchase. You may also select one other option: INVOICE OPTION: An invoice emailed to: MOS. 2910+N911V17)E An invoice faxed to: Please help us to better serve you by providing some information about your business. Customer Classification (Please choose only one) Eating and Drinking Amusement and Rec. **Business Services** Non-Commercial Food Stores Family Restaurant Public Golf Club ☐ Catering Gov. Program Convenience Store ☐ Fast Service ☐ Private Golf
☐ Health Club
☐ Ski Resort Private Golf Club ☐ Vending Comm. Feeding Ice Cream Shop In-Store Deli Redistribution Service Club In-Store Restaurant ☐ White Tablecloth Ski Resort Small Business ☐ Transportation Snack Bar ☑ Tavern/Bar Stadium In-Plant Church
Public Facility
Jail/Prison General Retail Delicatessen Int'i Resort ☐ Fair/Festival Truck Stop ☐ Bakery Bowling Center ☐ Int'l Redistribution Pizzeria Gordon Food Service Store Theme Park Co-operative ☐ Military Doughnut/Coffee Shop ☐ Cafeteria ☐ Theater Office ☐ Fundraiser Supermarkets Hospitality Colleges Long-Term Care **Schools** <u>Other</u> ☐ Hotel 2-Year Private ☐ ccrc ☐ Day Care ☐ Motel Hospital - Acute 4-Year Community Skilled Nursing Elementary Resort Camp 4-Year State Assisted Living High School Senior Meals 4-Year Private ☐ Fraternity/Sorority

Passenger Ship Affiliation (Please choose only one) Franchise ☐ National Chain Public/Community Private/Independent Public/Federal Parochial Menu Theme American ☐ Eggs ☐ French

☐ Steak

Uegetarian

☐ Public/State

☐ Deli ☐ Health Management (Please choose only one)

Asian

☐ Bakery

🗌 Chicken

☐ Beef

☐ Owner/Operator

☐ Independent

German

Hamburger

Greek

Contracted Food Services

lce Cream

Kosher

Mediterranean

ltalian

Latin

Mexican

NOTICE REQUIRED BY FEDERAL LAW. This notice is for non-trade applicants. If this Application is not approved in full or if any other adverse action is taken with respect to applicant's credit with Gordon Food Service, applicant has the right to request within sixty (60) days of Gordon Food Service's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.

☐ Non-Food

Seafood

Servibar

🔲 Pizza

Pork

Ribs

Serving your success, at your door or at our store.







- Serving and caring for foodservice customers for over 115 years.
- A family company committed to building partnerships.
- Quality foodservice products and the choices you need to succeed.
- Services that help you achieve your goals and make dreams a reality.





Customer	Account	Application

Please return your completed application to the servicing Gordon Food Service, company checked below.

- ☐ Non-Commercial and National Chains*. PO Box 2244. Grand Rapids, MI. 49501, phone. (800) 968-7500, fax: (616) 717-6024
- ☐ Gordon Food Service Store **** PO Box 2244, Grand Rapids. MI. 49501. phone: (800) 905-4074, fax: (GI6) 717-9610

Gordon Food Service, Inc.

- ☐ Allegheny Valley Division, 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215
- ☐ Carolinas Division. PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
- ☐ Great Lakes Division (Brighton), 8040 Kensington Court, Brighton, Mi, 48116, phone: (616) 717-6359, fax: (248) 486-4222
- ☐ Great Lakes Division (Clay Ave), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Great Lakes West Division, PO Box 1320, Grand Rapids, MI, 49501, phone (800) 968-6360, fax: (616) 717-4893
- ☐ Mid-Atlantic Division, 100 Commerce Drive, Newark, DE. 19713, phone: (410) 273-3524, fax: (616) 717-9881
- ☐ Ohio Valley Division, 4980 Gateway Blvd., Springfield, OH, 45502, phone. (937) 525-7236, fax: (937) 525-7215

GFS Central States, LLC

- ☐ Central States Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091
- ☐ Southeast Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091

GFS Florida, LLC

☐ Florida Division, 2850 NW 120th Terrace, Miami, FL, 33167, phone; (305) 507-2906, fax; (305) 459-8746

Glazier Foods Company

☐ Glazier Division, 11303 Antoine Dr., Houston, TX, 77066, phone: (800) 989-6411, fax: (616) 717-9020

Perkins Paper, LLC

- Perkins Division, 630 John Hancock Rd , Taunton, MA. 02780. phone: (774) 226-1500. fax: (774) 226-1782
- * Non-Commercial and National Chain customers may be serviced by one or more of the foregoing companies. National Chain customers may also be serviced by GFS Chain Alliance, LLC.
- ** Florida stores are operated by GFS Stores, LLC, and all others are operated by GFS Marketplace. LLC.

Section to be completed by Custo	er Development Specialist or Gordon Food Service Store Manager	
Sales No.:	Store No.:	
Does the customer have other accounts wi	Gordon Food Service? If so, please provide account numbers:	-
Change of owner? If so, please provide the	irrent customer number:	_

Please provide your delivery and billing information.	
LOCATION NAME: HOPCAT Lexington This is the common name or DBA of your business.	OWNERSHIP: Length of time owned.
APPCONTACT: Kristine Frost	
DELIVERY ADDRESS	BILLING ADDRESS
ADDRESS: 410 W. Short St.	ADDRESS: 35 Dakes, Ste 400
arv. Lexing ton	
STATE: KJ ZIP: 40507 COUNTRY: USA	•
PHONE:FAX:	
Please provide all of the information below for the legal owns	or of varia hardways (40) and 140)
	prietorship Partnership Other:
	· · · · · · · · · · · · · · · · · · ·
ENTITY NAME: TIOUTES LEXINGTON	STATE FILED:
ADDRESS:	PHONE: FAX:
спту:	STATE: ZIP: COUNTRY:
OWNER/OFFICER/MEMBER INFORMATION	
NAME:TITLE:	NAME: TITLE:
ADDRESS:	ADDRESS:
СПУ:	CITY:
STATE: ZIP: PHONE:	STATE:ZIP: PHONE:
SSN:DL:	SSN: DL:
Social Security Number Driver's License Number & State	
SIGNED: DATE:	
	mation as set forth in paragraph six of the General Provisions and Security Agreement.
Please provide the financial and purchasing information reque	
What payment terms are you requesting? C.O.D. We	rekly. Aother: 100a/S
What are your estimated weekly purchases from Gordon Food Service? What is your tax-exempt status? Resale Certificate* Fully	Exempt Entity** None Direct Pay Permit*** Federal Government
*linclude à copy of resule certificate	**Include evidence of tax exempt status ***Include a copy of direct pay permit
Please provide your Federal Tax Identification Number (a/k/a EIN):	6748
Do you require a purchase order? Yes No	
If you would like a statement, please specify the following: Freque	
Metho Please provide your banking information below.	d: Fax:
BANK:	ACCOUNT NO.: PHONE:
Please provide your supplier and trade references below.	
NAME:	ACCOUNT NO.: PHONE:
NAME:	ACCOUNT NO.: PHONE:
NAME:	ACCOUNT NO . PHONE.

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Please let us kno	ow your interest in our ordering	g and payment services.					
Easy Pay is a conver	Gordon Experience™ offers you the ability to place orders, pay invoices and access other account services through our secure online application. Gordon Food Service Easy Pay is a convenient payment method that takes away the worry and hassle of processing checks by providing automatic processing of your payments through electronic funds transfer. Please let us know what services you would like more information about.						
GORDON EXPERIENC	GORDON EXPERIENCE: Yes, please send me more information about Gordon Food Service Experience.						
GORDON FOOD SER			out Gordon Food Service Easy Pay.				
Select your pref	erences for purchases made at	a Gordon Food Service S	itore.				
enrolled in our stand	ard service and you may make purchas ess of whether the purchases were ma	es by providing your account i	nformation. You will be responsib	e Store. Your account will be automatically le for all purchases made with your account atfication cards issued, and we will provide			
CARD OPTION:	Yes, please issue me continuing se am responsible for all purchases n	ervice cards. I understand that nade using the card. Please del	am responsible to issue the cards iver my cards to:	to my designated purchasers, and that)			
	☐ Delivery Address ☐ Billing Ad	dress					
INVOICE OPTION:	You will automatically receive a receip	t with all pertinent invoice info	irmation at the time of purchase.	fou may also select one other option:			
	MAn invoice emailed to: A P	@barflyven	tures, com				
	An invoice faxed to:						
Please heln üs to	better serve you by providing	como information abou	t varm briance				
	on (Please choose only one)	some unormation abou	t your business.				
	on (Flease choose only one)						
Eating and Drinking	Amusement and Rec.	Business Services	Non-Commercial	Food Stores			
Family Restauran Fast Service	Public Golf Club	Catering Vending	Gov. Program Comm. Feeding	Convenience Store			
lce Cream Shop	Health Club	Redistribution	Service Club	☐ In-Store Restaurant			
☐ White Tablecloth ☐ Tavern/Bar	Ski Resort Stadium	Small Business In-Plant	☐ Transportation ☐ Church	Snack Bar			
Delicatessen	Fair/Festival	Int'l Resort	Public Facility	General Retail Bakery			
Truck Stop	Bowling Center	Int'l Redistribution	☐ Jail/Prison	Gordon Food Service Store			
☐ Pizzeria ☐ Cafeteria	☐ Theme Park ☐ Theater	☐ Co-operative ☐ Office	☐ Military ☐ Fundraiser	☐ Doughnut/Coffee Shop ☐ Supermarkets			
Hospitality	Colleges	Long-Term Care	Schools	Other			
Hotel	2-Year Private	□ ccrc	☐ Day Caré	☐ Hospital - Acute			
Motel	4-Year Community	Skilled Nursing	☐ Elementary	Camp			
Resort	4-Year State	Assisted Living	High School	Senior Meals			
Passenger Ship	Fraternity/Sorority						
Affiliation (Please cho	pose only one)						
Franchise Public/Federal							
Menu Theme							
American	Eggs	lce Cream	☐ Non-Food	☐ Steak			
☐ Asian ☐ Bakery	French	☐ Italian	Pizza	☐ Vegetarian			
☐ Beef	☐ German ☐ Greek	Kosher Latin	☐ Pork ☐ Ribs				
Chicken	Hamburger	Mediterranean	Seafood				
☐ Deli	☐ Health	☐ Mexican	Servibar				
Management (Please choose only one)							

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☐ Contracted Food Services

Owner/Operator

☐ Independent

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GENERAL PROVISIONS AND SECURITY AGREEMENT

- 1. The Customer agrees to pay for all goods and services ordered or procured from Gordon Food Service, Inc. or one or more of its current or future subsidiaries or affiliates ("GFS") on the terms set forth in this Customer Account Application (this "Application"). Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, the Customer agrees to pay to GFS or its assign, as an element of damages, all expenses of collection including actual attorneys' fees. GFS retains all rights of set off against any amounts or credits owed to the Customer.
- 2. The Customer agrees to be bound by the general provisions of this Application and those contained on GFS' invoices. These terms and conditions shall be the exclusive terms with respect to the sale and purchase of goods and any terms contained in or referenced by the Customer's purchase orders or any other documents of the Customer are rejected and non-binding on GFS.
- 3. All credit terms extended to the Customer are subject to change and can be amended at the sole discretion of GFS, at any time. The Customer consents to all changes of credit terms, extensions of credit, and any extensions or forbearance by GFS. This Application does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS may cease providing goods and services to the Customer at any time. Prices of products or other goods or services provided by GFS are not guaranteed until established on an invoice at the time of delivery. GFS must be notified in writing within 30 days of the invoice date of any claim related to the amounts charged on an invoice or any dispute of the sell price of products and, unless GFS is so notified, such claims are waived.
- 4. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Unless claimed at the time of delivery (prior to GFS' delivery driver leaving the Customer's location) any claim for damaged, undelivered or non-conforming goods is waived. In the event of a key drop delivery by GFS, such claims must be made by 3:00 p.m. (local time) the following day. If any goods provided are defective, the Customer's sole and exclusive remedy shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes. In no event shall GFS be liable for incidental, punitive, exemplary, indirect or consequential damages, or lost profits arising under or related to the goods and services provided by GFS.
- 5. GFS may assign and/or sell any accounts receivable or indebtedness owed by the Customer and, in the event of such assignment and/or sale (or any subsequent assignment or sale) any claims, defenses, and counterclaims of every kind and description that the Customer has against GFS is waived as to any transferee, assignee or pledgee. Further, the Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
- 6. The Customer, the Customer's principals and any Guarantors that sign this Application (the "Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
- 7. If any check, draft, EFT, ACH or any other order of payment (each, a "<u>Transaction</u>") is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID OR DISHONORED TRANSACTIONS.
- 8. If the Customer is a franchisee or member of a group purchasing organization (each, an "Organization") and the Customer is purchasing from GFS under a written agreement between GFS and the Organization, then the Customer agrees to abide by and accepts all terms of such agreement as modified, amended or superseded from time to time.
- 9. All inventory of proprietary goods or goods special ordered (or manufactured) for the Customer or goods not normally stocked, but brought into inventory to service the Customer, must be immediately purchased if the Customer ceases to use such goods or discontinues doing business with GFS.
- 10. The Customer acknowledges that purchases made at Gordon Food Service Stores or delivered directly may be electronic transactions. In the event of an electronic transaction, the Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. The Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Application.
- 11. In the event any provision of this Application is held to be invalid, unenforceable or illegal, the other provisions shall remain fully enforceable. The provisions of this Application may only be amended by a written instrument signed by both GFS and the Customer.
- 12. The Customer and any Guarantors agree that all actions or proceedings arising out of, from, or related to this Application shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. If GFS selects a different forum, then the Customer agrees that venue is proper in any court of competent jurisdiction that GFS selects in the state where the Customer is located or conducting business. To the extent permitted by applicable law, the Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against the Customer and WAIVE TRIAL BY JURY.
- 13. If GFS grants credit terms to the Customer pursuant to this Application, then the Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors (the "Collateral") to secure payment of all goods purchased on credit from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

SIGNED: D'ENISE WELLSON	TITLE:	AP Administrator
PRINTED NAME: Denise WILLISON	DATE:	8/21/15
PERSONAL GUARANTY		
The undersigned (each, a "Guarantor") unconditionally and irrevocably guarantees prompt payment wassignee and/or transferee ("Creditor") by the Customer whether or not contemplated at the time demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature expressly waived by Guarantor. Guarantor further waives (a) the requirement that his/her/their name proceed against the Customer or any other party; (c) the right to require Creditor to pursue any other proceed against Guarantor on this guaranty without taking any action against the Customer or any other may hold; and (d) notice of acceptance of this guaranty. Guarantor agrees to be personally liable for extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor of any Indebtedness owed by the Customer. Until such time Creditor receives payment of all indebtedness owed by the Customer. Until such time Creditor receives payment of all indebtedness, contribution, indemnification and subrogation it may have against the Customer to reto be bound by paragraphs 2, 5, 6, 9, 12 and 13 of the General Provisions and Security Agreement above GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE GUARANTOR.	ne of execution of the Custon	ation of this Personal Guaranty (this "Guaranty"). All tomer, Creditor, any co-guarantor, or other person, are n any invoices; (b) the right to require Creditor to first the benefit of Guarantor and agrees that Creditor may not without proceeding against or applying any security of the Customer and consents to all changes of terms, rneys' fees and all other costs incurred in the collection wed by the Customer, Guarantor waives any right to rmonies that are paid by Guarantor. Guarantor agrees

SIGNED:	DATE:	SIGNED:	DATE:
PRINTED NAME:		PRINTED NAME:	
Witnessed by:	vhose full name and add	ress is:	· · · · · · · · · · · · · · · · · · ·

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INSTRUCTIONS: Please print or type. Fill in all spaces and complete by signing where indicated. The party signing must either be an officer, partner, member or owner of your organization. Your answers to all questions will enable us to expedite your application. All pages must be fully completed and signed on page four in order to complete the account approval process.

Hopat Lincoln	()	()	
Trade Name (Location Name)	Telephone No	Fax No.	E-mail Address
401 PS+	Lincoln	NE 68	508 US
Delivery Address	City/State	Zip Code	Country Country
35 Cakes SW Ste 40	O Grand KC	epics mi	79305 ()
Billing Address (If different from delivery address	c) City/State	/ Zip Code	Telephone No.
Corporate/Legal Name ("Customer") PLEASE PRO	VIDE LEGAL ENTITY NA		0
,	, INC		PS+ (====================================
X Limited Liability Co. HOPCOX + LIN	coln, in	C City/State/Zip:	ncoln NE 68508
☐ Limited Partnership:	,LP	Telephone No.:_()
Proprietorship:		Fax No.: ()	
☐ General Partnership:		E-Mail Address:	
☐ Other:	******	Date Current Own	er Took Over:
Complete the following for all partners, members, or in	dividual owner(s)/princip	pal(s):	
Name Title	Name	e	Title
Home Address City/Sta	ite Hom	e Address	City/State
Zip Code Phone I	No. Zip C	Toda .	Phone No.
2.p code	70. Zip C	Sode	Flione No.
Social Security No. Driver's License N	o. & State Socia	al Security No.	Driver's License No. & State
Signature Date	Sign	ature	 Date
(Please list any additional partners, members or p	5.1		
par many many many many many many many many	· · · · · · · · · · · · · · · · · · ·	. Sheety	
Will you provide current financials? 🗆 Yes 🦽	No (If yes, please attacl	n most recent financial s	tatements)
Terms Requested: C.O.D. Weekly	/ Odl		
Terms Requested: a C.O.D. a weekly Z	Other:		
Average Weekly Purchases:\$	~~		
Payment Method:	FS Easy Pay (Must com	plete electronic funds tr	ansfer agreement)
Trade References: 1)	() 2	2)	()
Business Name	Phone No.	Business Name	Phone No.
3)	():	1)	()
Business Name	Phone No.	Business Name	Phone No.
M 22 A		10.	
Banking Info.: //ercantle Bount	r brano	Kapids M	7/
Name of Bank	Account No.	/ City/State	Phone No.
Tax Exempt Status: Resale Only All Sale	s Tax Exempt 1	No.:(A copy of your Tax C	ertificate and/or Letter is required)

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GENERAL PROVISIONS AND SECURITY AGREEMENT

- 1. All prices quoted or billed are cash prices and do not include credit terms. Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, Customer agrees to pay to Gordon Food Service, Inc., GFS Central States, LLC and GFS Florida, LLC ("GFS") or its affiliates or assigns, as an element of damages, all expenses for collection including actual attorney fees. GFS retains all rights of set off against any amounts or credits owed to Customer.
- 2. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. If any goods provided are defective the Customer's remedy, in the sole discretion of GFS, shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes, of any such goods. In no event shall GFS be liable for incidental or consequential damages arising from alleged defects. If Customer provides GFS with key access for early or after hours delivery ("Key Drop"), Customer hereby waives any and all claims, actions or suits against GFS arising out of or in any way connected to the Key Drop delivery. Unless disputed in writing within 30 days from invoice date, any claim that goods were not delivered is waived by Customer.
- 3. GFS may assign and/or sell any accounts receivable or indebtedness owed by a Customer to GFS and, in the event of such assignment and/or sale (or any subsequent assignment or sale) Customer waives, as against any transferee, assignee or pledgee, all claims, defenses and counterclaims of every kind and description that Customer may have against GFS. Further, Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
- 4. The Customer, Customer's principals and any Guarantors that sign this Agreement ("Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
- 5. If this Application is not approved in full or if any other adverse action is taken with respect to Customer's credit with GFS, Customer has the right to request within sixty (60) days of GFS notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.
- 6. If any check, draft, EFT, ACH or any other order of payment ("Transaction") payable to GFS is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID TRANSACTIONS or any Transactions dishonored or unpaid for any reason.
- 7. The Customer acknowledges that purchases made at GFS Marketplace stores or delivered directly may be electronic transactions. In the event of an electronic transaction, Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction, Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Agreement. If Customer selects GFS Experience^{5m}, the use of Customer's user identification name and password hereby constitutes an electronic signature in accordance with the Electronic Signatures in the Global and National Commerce Act of 2000, authorizing access to such information. Customer accepts full responsibility for any transaction initiated through Customer's user identification name under the GFS Experience application.
- 8. This Agreement shall be binding upon and inure to the benefits of GFS and the Customer and their respective heirs, executors: administrators, legal representatives, successors, agents and assigns. The Customer agrees to notify GFS, in writing, by regular mail at P.O. Box 2244, Grand Rapids, MI 49501 of any change of ownership and further agrees to be liable for all purchases should the Customer fail to comply with said notification. All credit terms extended to Customer are subject to change and can be amended at the sole discretion of GFS, at any time. Customer consents to all changes of terms, extensions of credit, and any extensions or forbearance by GFS. This agreement does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS, in its sole discretion, may terminate the Customer at any time.
- 9. Customer irrevocably agrees that, subject to GFS' sole discretion, all actions or proceedings arising out of, from, or related to this Agreement shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. Customer consents and submits to the personal jurisdiction of any such court. If GFS selects a different forum, then Customer agrees that venue is proper in the following counties: FL Orange or Miami-Dade; IL Cook; KY Jefferson; OH Lucas or Cuyahoga; MO St. Louis; PA Allegheny or Philadelphia; TN Knox or Davidson; WI Milwaukee. To the extent permitted by applicable law, Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against Customer and hereby waive trial by jury.

Witness:	Witness:	
Signed:	Printed Name:	Date:
transferee ("Creditor") whether or not contemplat other notices of any kind or nature of Customer, Cereditor to first proceed against Customer or any o agrees that Creditor may proceed against Guarante for applying any security it may hold. Guarantor for extensions or forbearance by Creditor. Guarantor a Customer. Until such time Creditor receives pay contribution, indemnification and subrogation it in guaranty. Guarantor in addition agrees to be bout	r guarantees prompt payment when due of any and all amounts over the day and the time of execution of this Guaranty. All demands, presenting the time of execution of this Guaranty. All demands, presenting the time of execution of this guaranty waived by the party. Guarantor waives the right to require Creditor to pursue at or on this guaranty without taking any action against the Customer or or on this guaranty without taking any action against the Customer or	ments, notice of protest and of dishonor, and all Guarantor. Guarantor waives the right to require my other remedy for the benefit of Guarantor and rany other party and without proceeding against all changes of terms, extensions of credit, and any ed in the collection of any indebtedness owed by Guarantor waives any right to reimbursement, es that are recovered from Guarantors under the d Security Agreement above. This Guaranty is
•	PERSONAL GUARANTY	
Name Printed: KVSING F	9651	
Applicant's Signature: Mustum Name Printed: ///SHINE F		MGR Date: 12/13/10
goods purchased on credit, without limitation, fro fixtures, work in process, accounts receivable, ins Grantors give GFS the authority to file any finan	on GFS. "Collateral" includes, by way of example and without limits struments, chattel paper, causes of action, general intangibles, including statement or continuation or other document needed to perfect the Collateral shall be without prejudice to GFS' right to perfect its interest of the collateral shall be without prejudice to GFS' right to perfect its interest of the collateral shall be without prejudice to GFS.	ation, all goods, equipment, inventory, vehicles, ling any liquor license, and all proceeds thereof. GES' security interest. Grantors agree that any
money security interest in all goods sold or equip	rsuant to this agreement, then Customer and any Guarantor (collect ment leased, and a security interest in all other personal property of	Grantors ("Collateral") to secure payment of all

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ONLINE ORDERING	AND ACCO	UNTING

GFS ExperienceTM offers you the ability to place orders and pay invoices online through our secured application. When you elect to pay online, you will also be given access to view and print your prior transactions. You can obtain more information about these services from your GFS representative or by checking the appropriate box below. These services are currently not available to GFS Marketplace customers. ORDERING: I would like more information about placing orders online using GFS Experience. ORDERING AND ACCOUNTING: I would like more information about ordering and paying online using GFS Experience with My Account. CONTINUING SERVICE CARD All of our customers may purchase product from any of our Gordon Food Service Marketplace Stores by providing your account information. However, you will be responsible for all purchases made on your account regardless of whether the purchases were made by an authorized individual. You may elect to have your account secured, for identification purposes, and we will provide you with continuing service cards. If you select the security/identification option, you may only use your account at our Marketplace Stores if you present your continuing service card to our sales associate at the point of sale. User Préference: 1 would like my account set up with the SECURITY/I.D. OPTION and understand that I am responsible to issue cards to my designated purchasers. I understand that I am responsible for all purchases made using my card. Invoice Options: In addition to a register receipt with all pertinent invoice information. I want (Please select only one): An e-mailed invoice to a partly ventures (om) A faxed invoice to: Only my register receipt as an invoice showing purchase information. Send Cards to: Delivery Address Bill to Address Other:_ **CUSTOMER CLASSIFICATION** (Please choose only one below): Eating and Drinking Places Amusement and Recreation ☐ Family Restaurant ☐ White Tablecloth ☐ Truck Stop Golf Club (Public) Ski Resort ☐ Bowling Alley ☐ Fast Service Tavern/Bar ☐ Golf Club (Private) ☐ Pizzeria ☐ Stadium ☐ Theme Park ☐ Ice Cream Shop ☐ Delicatessen □ Cafeteria ☐ Health/Athletic Club ☐ Fair/Festival ☐ Theater Hotels and Others **Food Stores Business Services** ○ Hotels ☐ Convenience Store □ Bakery ☐ Catering ☐ Int'l Resort Hotel ☐ Motels ☐ In-Store Deli ☐ GFS Store ☐ Vending ☐ Int'l Redistribution Resort ☐ In-Store Restaurant ☐ Redistribution Co-op O Inn ☐ Snack Bar ☐ Small Business ☐ Office ☐ Passenger Ship ☐ General Retail ☐ In-plant Hospitals Long-Term Care Other Non-Commercial ○ Acute □ CCRC ☐ Government Program ☐ Church ☐ Fund Raiser ☐ Skilled Nursing ☐ Community Feeding D Public Facility Assisted Living ☐ Service Club ☐ Jails/Prison ☐ Transportation ☐ Military Feeding **Schools Senior Meal Programs** Colleges ☐ Day Care 2-Year Private ☐ 4-Year Private ☐ Elementary ☐ Sporting/Recreation/Camps 4-Year Community ☐ Fraternity/Sorority ☐ High School ☐ 4-Year State AFFILIATION (choose one): ☐ Franchise National Chain ☐ Parochial Private/Independent □ Public/Community ☐ Public/Federal □ Public/State MENU THEME American ☐ Chicken ☐ German C Ice Cream ☐ Mediterranean ☐ Pork ☐ Servibar □ Asian □ Deli □ Greek ☐ Italian ☐ Mexican ☐ Poultry ☐ Steak ☐ Bakery ☐ Eggs ☐ Hamburger ☐ Kosher ☐ Non-Food □ Ribs ☐ Vegetarian □ Beef ☐ French ☐ Health Latin □ Pizza ☐ Seafood MANAGEMENT (choose one):

Owner/Operator ☐ Independent ☐ Contracted Food Services



CUSTOMER ACCOUNT APPLICATION

Please check the appropriate division and return the completed application to the designated location.



- Gordon Food Service® (Non-Commercial and Chains), PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
 - ☐ Non-Commercial
 - ☐ Chains National
 - ☐ Chains Greenville, SC
 - Chains Ocala, FL
- ☐ Great Lakes East Division (Commercial), 8040 Kensington Court, Brighton, MI, 48116, phone: (248) 446-8348, fax (248) 486-4222
- ☐ Great Lakes West Division (Commercial), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Ohio Valley Division (Commercial), 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215
- Central States Division (Commercial), 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091
- ☐ Florida Division (Commercial), 2850 NW 120th Terrace, Miami, FL, 33167, phone: (305) 507-2844, fax: (305) 459-8746

Marketplace

☐ GFS Marketplace⁶, PO Box 1562, Grand Rapids, MI, 49501, phone: (800) 968-6109, fax: (616) 717-9610

Section to be completed by Customer Development Specialist or GFS Marketplac	ce Store Manager
Sales No.:Store No.:	
Does the customer have other accounts with Gordon Food Service? If so, please provide account number	
Change of owner? If so, please provide the current customer number:	
	FORM NO.: REV 10/09

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INSTRUCTIONS: Please print or type. Fill in all spaces and complete by signing where indicated. The party signing must either be

an officer, partner, member or owner of your organization. Your answers to all questions will enable us to expedite your application. All pages must be fully completed and signed on page four in order to complete the account approval process. Trade Name (Location Name) Telephone No. Fax No. E-mail Address Delivery Address Zip Code Country Billing Address (If different from delivery address) Zip Code Telephone No. Corporate/Legal Name ("Customer") PLEASE PROVIDE LEGAL ENTITY NAME, ADDRESS AND INFORMATION BELOW: Corporation: V Limited Liability Co.: Hopcat LouiSVI Ne., LLC City/State/Zip: LOUISVIIIe KY Limited Partnership:_______, LP Telephone No.:_(___) ☐ Proprietorship; General Partnership: E-Mail Address:_ Other:_ Date Current Owner Took Over: Complete the following for all partners, members, or individual owner(s)/principal(s): Name Title Name Title Home Address City/State Home Address City/State Zip Code Phone No. Zip Code Phone No. Social Security No. Driver's License No. & State Social Security No. Driver's License No. & State Signature Date Signature Date (Please list any additional partners, members or principals on a separate sheet) No (If yes, please attach most recent financial statements) Will you provide current financials?

Yes Terms Requested: □ C.O.D. □ Weekly Average Weekly Purchases:\$ **Payment Method:** ☐ Cash Check GFS Easy Pay (Must complete electronic funds transfer agreement) Trade References: 1) **Business Name** Phone No. Phone No. **Business Name** Phone No. **Business Name** City/State Phone No. Tax Exempt Status:
Resale Only ☐ All Sales Tax Exempt No.: (A copy of your Tax Certificate and/or Letter is required)

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GENERAL PROVISIONS AND SECURITY AGREEMENT

- 1. All prices quoted or billed are cash prices and do not include credit terms. Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default. Customer agrees to pay to Gordon Food Service, Inc., GFS Central States, LLC and GFS Florida, LLC ("GFS") or its affiliates or assigns, as an element of damages. all expenses for collection including actual attorney fees. GFS retains all rights of set off against any amounts or credits owed to Customer.
- 2. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. If any goods provided are defective the Customer's remedy, in the sole discretion of GFS, shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes, of any such goods. In no event shall GFS be liable for incidental or consequential damages arising from alleged defects. If Customer provides GFS with key access for early or after hours delivery ("Key Drop"), Customer hereby waives any and all claims, actions or suits against GFS arising out of or in any way connected to the Key Drop delivery. Unless disputed in writing within 30 days from invoice date, any claim that goods were not delivered is waived by Customer.
- 3. GFS may assign and/or sell any accounts receivable or indebtedness owed by a Customer to GFS and, in the event of such assignment and/or sale (or any subsequent assignment or sale) Customer waives, as against any transferee, assignee or pledgee, all claims, defenses and counterclaims of every kind and description that Customer may have against GFS. Further, Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
- 4. The Customer's principals and any Guarantors that sign this Agreement ("Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
- 5. If this Application is not approved in full or if any other adverse action is taken with respect to Customer's credit with GFS, Customer has the right to request within sixty (60) days of GFS' notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program: or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.
- 6. If any check, draft, EFT, ACH or any other order of payment ("Transaction") payable to GFS is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID TRANSACTIONS or any Transactions dishonored or unpaid for any reason.
- 7. The Customer acknowledges that purchases made at GFS Marketplace stores or delivered directly may be electronic transactions. In the event of an electronic transaction, Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Agreement. If Customer selects GFS Experiencetm, the use of Customer's user identification name and password hereby constitutes an electronic signature in accordance with the Electronic Signatures in the Global and National Commerce Act of 2000, authorizing access to such information. Customer accepts full responsibility for any transaction initiated through Customer's user identification name under the GFS Experience application.
- 8. This Agreement shall be binding upon and inure to the benefits of GFS and the Customer and their respective heirs, executors, administrators, legal representatives, successors, agents and assigns. The Customer agrees to notify GFS, in writing, by regular mail at P.O. Box 2244, Grand Rapids, MI 49501 of any change of ownership and further agrees to be liable for all purchases should the Customer fail to comply with said notification. All credit terms extended to Customer are subject to change and can be amended at the sole discretion of GFS, at any time. Customer consents to all changes of terms, extensions of credit, and any extensions or forbearance by GFS. This agreement does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS, in its sole discretion, may terminate the Customer at any time.
- 9. Customer irrevocably agrees that, subject to GFS' sole discretion, all actions or proceedings arising out of, from, or related to this Agreement shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. Customer consents and submits to the personal jurisdiction of any such court. If GFS selects a different forum, then Customer agrees that venue is proper in the following counties: FL Orange or Miami-Dade: IL Cook; KY Jefferson; OH Lucas or Cuyahoga; MO St. Louis; PA Allegheny or Philadelphia; TN Knox or Davidson; WI Milwaukee. To the extent permitted by applicable law, Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against Customer and hereby waive trial by jury.
- 10. If GFS grants credit terms to Customer pursuant to this agreement, then Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors ("Collateral") to secure payment of all goods purchased on credit, without limitation, from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without rejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

Applicant's Signature: Title: CFO Date: 4/18/20/U
Name Printed: 4/501 MILLET
PERSONAL GUARANTY
The undersigned unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") whether or not contemplated at the time of execution of this Guaranty. All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of Customer. Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor waives the right to require Creditor to first proceed against Customer or any other party. Guarantor waives the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold. Guarantor further waives notice of acceptance of this guaranty and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorney fees and all other costs incurred in the collection of any indebtedness owed by Customer. Until such time Creditor receives payment in full of all indebtedness owed by Customer to Creditor, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have now or in the future against Customer to recover any monies that are recovered from Guarantors under the guaranty. Guarantor in addition agrees to be bound by paragraphs four, nine and ten of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GES. LISE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE SIGNATORY

Signed:	Printed Name:	Date:
Witness:	Witness:	

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GFS Experience TM offers you the ability to place orders and pay invoices online through our secured application. When you elect to pay online, you will also be given access to view and print your prior transactions. You can obtain more information about these services from your GFS representative or by checking the appropriate box below. These services are currently not available to GFS Marketplace customers.							
	ORDERING AND ACCOUNTING: I would like more information about ordering and paying online using GFS Experience						
		<u>C</u>	ONTINUING SE	RVICE CARD			
However, you will be individual. You may come to the communication of th	e responsible f elect to have yo ntification optio	or all purchases muraccount secured	ade on your accou, for identification p	nt regardless of whether the urposes, and we will provide	by providing your account information. purchases were made by an authorized you with continuing service cards. If you resent your continuing service card to our		
	to my design	ated purchasers. I u	nderstand that I am i	responsible for all purchases m			
				information, I want (Please se			
An e-mailed invo	ice to <u>APA</u>	practif nei	HUTES CUL'A	faxed invoice to:			
Only my register							
Send Cards to: 1	Delivery Addro	ess Bill to A	ddress Other:				
		CI	USTOMER CLAS	SSIFICATION			
(Please choose only	one helow):		ON THE CASTAL	551110111			
Eating and Drinkin	,			Amusement and Recrea	tion		
Family Restauran		te Tablecloth	☐ Truck Stop	Golf Club (Public)	☐ Ski Resort ☐ Bowling Alley		
Fast Service	-J. T ave		☐ Pizzeria	Golf Club (Private)	☐ Stadium ☐ Theme Park		
☐ Ice Cream Shop ☐ Delicatessen ☐ Cafeteria ☐ Health/Athletic Club ☐ Fair/Festival ☐ Theater							
Hotels and Others ☐ Hotels ☐ Motels ☐ Resort ☐ Inn ☐ Passenger Ship	☐ In-St ☐ In-St ☐ Snac	venience Store ore Deli ore Restaurant	☐ Bakery ☐ GFS Store	Business Services Catering Vending Redistribution Small Business In-plant	☐ Int'l Resort Hotel ☐ Int'l Redistribution ☐ Co-op ☐ Office		
Hospitals Acute	☐ CCR ☐ Skill	Cerm Care C C ed Nursing sted Living		Other Non-Commercial Government Program Community Feeding Service Club Transportation	☐ Church ☐ Fund Raiser ☐ Public Facility ☐ Jails/Prison ☐ Military Feeding		
Schools Day Care Elementary High School		or Meal Progran	_	Colleges □ 2-Year Private □ 4-Year Community □ 4-Year State	☐ 4-Year Private ☐ Fraternity/Sorority		
AFFILIATION (ch	noose one):	7 Franchise	□ National Chai □ Public/Comm		☐ Private/Independent ☐ Public/State		
☐ Asian ☐ ☐ Bakery ☐	Chicken Deli Eggs French	☐ German ☐ Greek ☐ Hamburger ☐ Health	☐ Ice Cream ☐ Italian ☐ Kosher ☐ Latin	☐ Mediterranean ☐ Pork ☐ Mexican ☐ Poult ☐ Non-Food ☐ Ribs ☐ Pizza ☐ Scafe	ry ☐ Steak ☐ Vegetarian		
MANAGEMENT (choose one):	Owner/Opera	tor Inde	pendent Conti	racted Food Services		



CUSTOMER ACCOUNT APPLICATION

Please check the appropriate division and return the completed application to the designated location.



- Gordon Food Service® (Non-Commercial and Chains), PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
 - □ Non-Commercial
 - ☐ Chains National
 - ☐ Chains Greenville, SC
 - Chains Ocala, FL
- 🗆 Great Lakes East Division (Commercial), 8040 Kensington Court, Brighton, MI, 48116, phone: (248) 446-8348, fax (248) 486-4222
- Great Lakes West Division (Commercial), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Ohio Valley Division (Commercial), 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215
- Central States Division (Commercial), 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, [ax: (502) 215-1091
- ☐ Florida Division (Commercial), 2850 NW 120th Terrace, Miami, FL, 33167, phone: (305) 507-2844, fax: (305) 459-8746

Marketplace

☐ GFS Marketplace[®], PO Box 1562, Grand Rapids, MI, 49501, phone: (800) 968-6109, fax: (616) 717-9610

Section to be completed by Customer Development Sp	ecialist or GFS Marketplace	Store Manager		
Sales No.:	Store No.:	***		_
Does the customer have other accounts with Gordon Food Service? If so	o, please provide account numbers:			
Change of owner? If so, please provide the current customer number: _				
<u></u>		F	FORM NO.:	_ REV 10/09

INSTRUCTIONS: Please print or type. Fill in all spaces and complete by signing where indicated. The party signing must either be an officer, partner, member or owner of your organization. Your answers to all questions will enable us to expedite your application. All pages must be fully completed and signed on page four in order to complete the account approval process. Telephone No. Fax No. E-mail Address Delivery Address City/State Country Billing Address (If different from delivery address) City/State Zip Code Telephone No. Corporate/Legal Name ("Customer") PLEASE PROVIDE LEGAL ENTITY NAME, ADDRESS AND INFORMATION BELOW: ☐ Corporation :__ Limited Liability Co.: City/State/Zip:_ ☐ Limited Partnership:_ Telephone No.: (____) ☐ Proprietorship:_ Fax No.:__() ☐ General Partnership:____ E-Mail Address: ☐ Other: Date Current Owner Took Over:____ Complete the following for all partners, members, or individual owner(s)/principal(s): Name Name Title Home Address City/State Home Address City/State Zip Code Phone No. Zip Code Phone No. Social Security No. Driver's License No. & State Social Security No. Driver's License No. & State Signature Date Signature Date (Please list any additional partners, members or principals on a separate sheet) Will you provide current financials?

Yes ☐ No (If yes, please attach most recent financial statements) Terms Requested: ☐ C.O.D. ☐ Weekly ☐ Other:____ Average Weekly Purchases:\$_ Payment Method: ☐ Cash ☐ Check ☐ GFS Easy Pay (Must complete electronic funds transfer agreement) Trade References: 1) **Business Name** Phone No. **Business Name** Phone No. **Business Name** Phone No. **Business Name** Phone No. Banking Info.: Name of Bank Account No. City/State Phone No. Tax Exempt Status:

Resale Only ☐ All Sales Tax Exempt No .: (A copy of your Tax Certificate and/or Letter is required)

GENERAL PROVISIONS AND SECURITY AGREEMENT

- 1. All prices quoted or billed are cash prices and do not include credit terms. Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, Customer agrees to pay to Gordon Food Service, Inc., GFS Central States, LLC and GFS Florida, LLC ("GFS") or its affiliates or assigns, as an element of damages, all expenses for collection including actual attorney fees. GFS retains all rights of set off against any amounts or credits owed to Customer.
- 2. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. If any goods provided are defective the Customer's remedy, in the sole discretion of GFS, shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes, of any such goods. In no event shall GFS be liable for incidental or consequential damages arising from alleged defects. If Customer provides GFS with key access for early or after hours delivery ("Key Drop"), Customer hereby waives any and all claims, actions or suits against GFS arising out of or in any way connected to the Key Drop delivery. Unless disputed in writing within 30 days from invoice date, any claim that goods were not delivered is waived by Customer.
- 3. GFS may assign and/or sell any accounts receivable or indebtedness owed by a Customer to GFS and, in the event of such assignment and/or sale (or any subsequent assignment or sale) Customer waives, as against any transferce, assignee or pledgee, all claims, defenses and counterclaims of every kind and description that Customer may have against GFS. Further, Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
- 4. The Customer, Customer's principals and any Guarantors that sign this Agreement ("Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
- 5. If this Application is not approved in full or if any other adverse action is taken with respect to Customer's credit with GFS, Customer has the right to request within sixty (60) days of GFS' notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.
- 6. If any check, draft, EFT, ACH or any other order of payment ("Transaction") payable to GFS is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID TRANSACTIONS or any Transactions dishonored or unpaid for any reason.
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- 8. This Agreement shall be binding upon and inure to the benefits of GFS and the Customer and their respective heirs, executors, administrators, legal representatives, successors, agents and assigns. The Customer agrees to notify GFS, in writing, by regular mail at P.O. Box 2244, Grand Rapids, MI 49501 of any change of ownership and further agrees to be liable for all purchases should the Customer fail to comply with said notification. All credit terms extended to Customer are subject to change and can be amended at the sole discretion of GFS, at any time. Customer consents to all changes of terms, extensions of credit, and any extensions or forbearance by GFS. This agreement does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS, in its sole discretion, may terminate the Customer at any time.
- 9. Customer irrevocably agrees that, subject to GFS' sole discretion, all actions or proceedings arising out of, from, or related to this Agreement shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. Customer consents and submits to the personal jurisdiction of any such court. If GFS selects a different forum, then Customer agrees that venue is proper in the following counties: FL Crange or Miami-Dade; IL Cook; KY Jefferson; OH Lucas or Cuyahoga; MO St. Louis; PA Allegheny or Philadelphia; TN Knox or Davidson; WI Milwaukee. To the extent permitted by applicable law, Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against Customer and hereby waive trial by jury.
- 10. If GFS grants credit terms to Customer pursuant to this agreement, then Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors ("Collateral") to secure payment of all goods purchased on credit, without limitation, from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral-shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

Applicant's Signature: KWLW Name Printed: KVIS - NAME	Title: /	t its interest in the future, in the sole discretion of GFS. ACATS MGL Date: 5/7/20/
other notices of any kind or nature of Customer, Credit Creditor to first proceed against Customer or any other agrees that Creditor may proceed against Guarantor on or applying any security it may hold. Guarantor further extensions or forbearance by Creditor. Guarantor agrees Customer. Until such time Creditor receives payment contribution, indemnification and subrogation it may he guaranty. Guarantor in addition agrees to be bound by	PERSONAL GUARANTY rantees prompt payment when due of any and all amout the time of execution of this Guaranty. All demands, pror, any co-guarantor, or other person, are expressly waive party. Guarantor waives the right to require Creditor to put this guaranty without taking any action against the Custor waives notice of acceptance of this guaranty and consents so to pay Creditor actual attorney fees and all other costs in full of all indebtedness owed by Customer to Creditor actual attorney fees and all other costs in full of all indebtedness owed by Customer to recover any paragraphs four, nine and ten of the General Provision SE OF A CORPORATE TITLE SHALL NOT LIMIT THE	resentments, notice of protest and of dishonor, and all ed by Guarantor. Guarantor waives the right to require rsue any other remedy for the benefit of Guarantor and mer or any other party and without proceeding against so all changes of terms, extensions of credit, and any incurred in the collection of any indebtedness owed by ditor, Guarantor waives any right to reimbursement, monies that are recovered from Guarantors under the
Signed:	Printed Name:	Date:
Witness:	Witness:	Date:

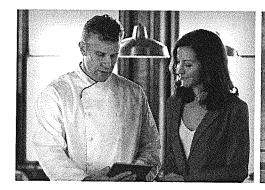
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CEC D		ONLINE ORDERIN	G AND ACCOUNTING	
representative or b	y checking the appropriate	place orders and pay invoices int your prior transactions. e box below. These services a	s online through our secured ap You can obtain more inform are currently not available to GF	plication. When you elect to pay online, you ation about these services from your GFS
□ ORDERING	representative or by checking the appropriate box below. These services are currently not available to GFS Marketplace customers. ORDERING: I would like more information about placing orders online using GFS Experience.			
ORDERING with My Acc	G AND ACCOUNTING COUNT.	IG: I would like more in	formation about ordering an	errence. and paying online using GFS Experience

		CONTINUING	SERVICE CARD	
Individual. You ma	v elect to have your acco	t from any of our Gordon F purchases made on your acc	Food Service Marketplace Storcount regardless of whether the	res by providing your account information. ne purchases were made by an authorized le you with continuing service cards. If you present your continuing service card to our
				erstand that I am responsible to issue cards made using my card.
Invoice Options:	In addition to a register r	receipt with all pertinent invo	ice information I (DI	
An e-mailed in	voice to: UD (U) MY (1)	showing purchase informa	A 6	
		Bill to Address		
(Please choose on	ly one below):	CUSTOMER CL	ASSIFICATION	
Eating and Drink	ing Places		A	
☐ Family Restaura	ant	ecloth Truck Stop	Amusement and Recre	
☐ Fast Service ☐ Ice Cream Shop	☐ Tavern/Bar ☐ Delicatesser	☐ Pizzeria	☐ Golf Club (Private) ☐ Health/Athletic Club	☐ Ski Resort ☐ Bowling Alley ☐ Stadium ☐ Theme Park ☐ Fair/Festival ☐ Theater
Hotels and Others			Business Services	and cshvar a theater
☐ Hotels ☐ Motels	☐ Convenience		☐ Catering	☐ Int'l Resort Hotel
☐ Resort	☐ In-Store Del		☐ Vending	☐ Int'l Redistribution
☐ Inn	☐ In-Store Res ☐ Snack Bar	taurant	☐ Redistribution	□ Co-op
☐ Passenger Ship	☐ General Reta	aiľ	☐ Small Business☐ In-plant	□ Office
Hospitals ☐ Acute	Long-Term Ca	<u>ıre</u>	Other Non-Commercia	1
⊔ Acute	□ CCRC		☐ Government Program	
	☐ Skilled Nurs ☐ Assisted Livi		□ Community Feeding	☐ Public Facility
	□ Assisted Livi	ing	☐ Service Club☐ Transportation	☐ Jails/Prison
<u>Schools</u>	☐ Senior Meal	Programs	<u>Colleges</u>	☐ Military Feeding
☐ Day Care			☐ 2-Year Private	☐ 4-Year Private
☐ Elementary	☐ Sporting/Re	creation/Camps	☐ 4-Year Community	☐ Fraternity/Sorority
☐ High School			☐ 4-Year State	= 11donaty/objointy
AFFILIATION (c	hoose one): 🛮 Fran	chise		☐ Private/Independent☐ Public/State
MENU THEME				
- · · · · · · · · · · · · · · · · · · ·	Chicken Gern	nan 🛛 Ice Cream	□ Moditomoro □ D 1	
□ Asian □	Deli □ Gree	= 100 Olouiti	☐ Mediterranean ☐ Pork☐ Mexican☐ Poult	☐ Servibar
☐ Bakery ☐	Eggs		☐ Non-Food ☐ Ribs	
□ Beef □	French Healt		☐ Pizza ☐ Seafo	☐ Vegetarian od
MANAGEMENT (choose one): 🗆 Own	er/Operator Inde	pendent Contr	acted Food Services
				aning 1,000 Del Alces

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Serving your success, at your door or at our store.







- Serving and caring for foodservice customers for over 115 years.
- · A family company committed to building partnerships.
- · Quality foodservice products and the choices you need to succeed.
- · Services that help you achieve your goals and make dreams a reality.





Customer Account Application Please return your completed application to the servicing Gordon Food Service* company checked below.

- □ Non-Commercial and National Chains*, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
- ☐ Gordon Food Service Store™**, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 905-4074, fax: (616) 717-9610

Gordon Food Service, Inc.

- ☐ Allegheny Valley Division, 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215
- ☐ Carolinas Division, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
- ☐ Great Lakes Division (Brighton). 8040 Kensington Court, Brighton, MI, 48116. phone: (616) 717-6359. fax: (616) 486-4222
- ☐ Great Lakes Division (Clay Ave), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Great Lakes West Division, PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Mid-Atlantic Division, 100 Commerce Drive, Newark, DE, 19713, phone: (410) 273-3524, fax: (616) 717-9881
- ☐ Ohio Valley Division, 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215

GFS Central States, LLC

- ☐ Central States Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091
- □ Southeast Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091

GFS Florida, LLC

☐ Florida Division, 2850 NW 120th Terrace, Miami, FL, 33167, phone: (305) 507-2906, fax: (305) 459-8746

Glazier Foods Company

Glazier Division, 11303 Antoine Dr., Houston, TX, 77066, phone: (800) 989-6411, fax: (616) 717-9020

Perkins Paper, LLC

- ☐ Perkins Division, 630 John Hancock Rd., Taunton, MA, 02780, phone: (774) 226-1500, fax: (774) 226-1782
- * Non-Commercial and National Chain customers may be serviced by one or more of the foregoing companies. National Chain customers may also be serviced
- ** Florida stores are operated by GFS Stores, LLC, and all others are operated by GFS Marketplace, LLC.

Section to be completed by Cust	omer Development Specialist or Gordon Food Service Store Manaç	ger
Sales No.:	Store No.:	
	with Gordon Food Service? If so, please provide account numbers:	
Change of owner? If so, please provide th	e current customer number:	

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Please provide your delivery and billing information.	
LOCATION NAME: B HODCOLT MIND CO	OWNERSHIP:
This is the common norms or DBA of your business. A/P CONTACT: LN/SE W////SO	
DELIVERY ADDRESS	BILLING ADDRESS Check if the same as delivery address.
ADDRESS: 415 NICOHEH MOUL	ADDRESS: 35 Oakos SW #400
CITY: MIM-eapolis	_ CITY: Grand Rospids
STATE: MN ZIP: 5540/ COUNTRY:	STATE: 191 zip: 49503 country:
PHONE: FAX:	
Please provide all of the information below for the legal owned	er of your business ("Customer").
_	oprletorship Partnership Other:
ENTITY NAME: BOY Fly Ventures	STATE FILED:
ADDRESS: 35 Oakas SW #400	PHONE: FAX:
CITY: Grand Rapids	STATE: M1 ZIP: 49503 COUNTRY: US
OWNER/OFFICER/MEMBER INFORMATION	
NAME:TITLE:	NAME:TITLE:
ADDRESS:	
CITY:	CITY:
STATE: ZIP: PHONE:	STATE: ZIP: PHONE:
SSN:DL:	SSN:
SIGNED: DATE:	
	nation as set forth in paragraph six of the General Provisions and Security Agreement.
Please provide the financial and purchasing information reque	
What payment terms are you requesting?	ekly Other:
What are your estimated weekly purchases from Gordon Food Service?	\$ 15,000
What is your tax-exempt status?	Exempt Entity** None Direct Pay Permit*** Federal Government **Include evidence of tax exempt status ***Include a copy of direct pay permit
Please provide your Federal Tax Identification Number (a/k/a EIN):	8022
Do you require a purchase order?	
If you would like a statement, please specify the following: Frequent Method	
Please provide your banking information below.	(
BANK: STEVERANTU BOOK	ACCOUNT NO.:_ PHONE:
Please provide your supplier and trade references below.	
NAME:	ACCOUNT NO.:PHONE:
NAME:	ACCOUNT NO.: PHONE:
NAME:	ACCOUNT NO.: PHONE-

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Please let us kn	ow your interest in ou	ur ordering and payment servi	rices.	
casy Pay is a conve	enient payment method that	lace orders, pay invoices and access of it takes away the worry and hassle on the services you would like more infor	of processing checks by providing a	r secure online application. Gordon Food Service automatic processing of your payments through
GORDON EXPERIEN	ICE:	Yes, please send me more information	ion about Gordon Food Service Expe	erience.
GORDON FOOD SER		Yes, please send me more information		
Select your pref	ferences for purchases	s made at a Gordon Food Serv	vice Store.	
emoned in our stant	lless of whether the purchas	take purchases by providing your acco	ount information. You will be respo	Service Store. Your account will be automatically onsible for all purchases made with your account e identification cards issued, and we will provide
CARD OPTION:	Yes, please issue me c am responsible for all	continuing service cards. I understand purchases made using the card. Pleas	d that I am responsible to issue the case deliver my cards to:	cards to my designated purchasers, and that I
AND THE PROPERTY OF THE PROPER		Billing Address Other:		
INVOICE OPTION:	You will automatically rece An invoice emailed to: An invoice faxed to:		ce information at the time of purcha	ase. You may also select one other option:
Please help us to	o better serve you by p	providing some information a	about your business.	HARP METERS AND AND COME CAN AND AN APPLICATION OF COME A SECTION OF A SECTION AS A
ĺ	tion (Please choose only one)		ARCINING SALPHOLIO (II CHAO H) DIALA SIRMANIC CONNEL BIOLICO A DIA CONNEL DIA MANGELLA CANADISCA	MONROCORNETS PROFUNDA NACIÓN (CAMPOR COM A TRANSPOR DO MENSOR DO PORTO POR APORTO CONTRA UN APRILLICADO ANTA A PROFUNDA DA LA CAMPOR DO PORTO POR DE LA CAMPOR DEL CAMPOR DE LA CAMPOR DE L
Eating and Drinking	Amusement and	d Rec. <u>Business Services</u>	Non-Commercial	Food Stores
Family Restaurant Fast Service Ice Cream Shop White Tablecloth Javern/Bar Delicatessen Truck Stop Pizzeria Cafeteria	Private Golf Health Club	Club Vending Redistribution Small Business In-Plant Int'l Resort Inter Int'l Redistribution	Gov. Program Comm. Feeding Service Club Transportation Church	Convenience Store In-Store Deli In-Store Restaurant Snack Bar General Retail Bakery Gordon Food Service Store Doughnut/Coffee Shop Supermarkets
<u>Hospitality</u>	Colleges	Long-Term Care	<u>Schools</u>	<u>Other</u>
☐ Hotel ☐ Motel ☐ Resort ☐ Inn ☐ Passenger Ship	2-Year Privat 4-Year Comm 4-Year State 4-Year Private Fraternity/So	nunity Skilled Nursing Assisted Living te	☐ Day Care☐ Elementary☐ High School	Hospital - Acute Camp Senior Meals
Affiliation (Please cho	ose only one)			
Franchise Public/Federal	☐ National Chai ☐ Parochial	in Public/Community	Private/Independent	☐ Public/State
Menu Theme				
American Asian Bakery Beef Chicken Deli	☐ Eggs ☐ French ☐ German ☐ Greek ☐ Hamburger ☐ Health	☐ Ice Cream☐ Italian☐ Kosher☐ Latin☐ Mediterranean☐ Mexican☐	☐ Non-Food ☐ Pizza ☐ Pork ☐ Ribs ☐ Seafood ☐ Servibar	☐ Steak ☐ Vegetarian
Management (Please o	choose only one)			
Owner/Operator	Independent	☐ Contracted Food Ser	rvices	

NOTICE REQUIRED BY FEDERAL LAW. This notice is for non-trade applicants. If this Application is not approved in full or if any other adverse action is taken with respect to applicant's credit with Gordon Food Service, applicant has the right to request within sixty (60) days of Gordon Food Service's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.

☐ Contracted Food Services

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GENERAL PROVISIONS AND SECURITY AGREEMENT

- 1. The Customer agrees to pay for all goods and services ordered or procured from Gordon Food Service, Inc. or one or more of its current or future subsidiaries or affiliates ("GFS") on the terms set forth in this Customer Account Application (this "Application"). Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, the Customer agrees to pay to GFS or its assign, as an element of damages, all expenses of collection including actual attorneys' fees. GFS retains all rights of set off against any amounts or credits owed to the Customer.
- 2. The Customer agrees to be bound by the general provisions of this Application and those contained on GFS' invoices. These terms and conditions shall be the exclusive terms with respect to the sale and purchase of goods and any terms contained in or referenced by the Customer's purchase orders or any other documents of the Customer are rejected and non-binding on GFS.
- 3. All credit terms extended to the Customer are subject to change and can be amended at the sole discretion of GFS, at any time. The Customer consents to all changes of credit terms, extensions of credit, and any extensions or forbearance by GFS. This Application does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS may cease providing goods and services to the Customer at any time. Prices of products or other goods or services provided by GFS are not guaranteed until established on an invoice at the time of delivery. GFS must be notified in writing within 30 days of the invoice date of any claim related to the amounts charged on an invoice or any dispute of the sell price of products and, unless GFS is so notified, such claims are waived.
- 4. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Unless claimed at the time of delivery (prior to GFS' delivery driver leaving the Customer's location) any claim for damaged, undelivered or non-conforming goods is waived. In the event of a key drop delivery by GFS, such claims must be made by 3:00 p.m. (local time) the following day. If any goods provided are defective, the Customer's sole and exclusive remedy shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes. In no event shall GFS be liable for incidental, punitive, exemplary, indirect or consequential damages, or lost profits arising under or related to the goods and services provided by GFS.
- 5. GFS may assign and/or sell any accounts receivable or indebtedness owed by the Customer and, in the event of such assignment and/or sale (or any subsequent assignment or sale) any claims, defenses, and counterclaims of every kind and description that the Customer has against GFS is waived as to any transferee, assignee or pledgee. Further, the Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
- 6. The Customer, the Customer's principals and any Guarantors that sign this Application (the "Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
- 7. If any check, draft, EFT, ACH or any other order of payment (each, a "<u>Transaction</u>") is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID OR DISHONORED TRANSACTIONS.
- 8. If the Customer is a franchisee or member of a group purchasing organization (each, an "Organization") and the Customer is purchasing from GFS under a written agreement between GFS and the Organization, then the Customer agrees to abide by and accepts all terms of such agreement as modified, amended or superseded from time to time.
- 9. All inventory of proprietary goods or goods special ordered (or manufactured) for the Customer or goods not normally stocked, but brought into inventory to service the Customer, must be immediately purchased if the Customer ceases to use such goods or discontinues doing business with GFS.
- 10. The Customer acknowledges that purchases made at Gordon Food Service Stores or delivered directly may be electronic transactions. In the event of an electronic transaction, the Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. The Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Application.
- 11. In the event any provision of this Application is held to be invalid, unenforceable or illegal, the other provisions shall remain fully enforceable. The provisions of this Application may only be amended by a written instrument signed by both GFS and the Customer.
- 12. The Customer and any Guarantors agree that all actions or proceedings arising out of, from, or related to this Application shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. If GFS selects a different forum, then the Customer agrees that venue is proper in any court of competent jurisdiction that GFS selects in the state where the Customer is located or conducting business. To the extent permitted by applicable law, the Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against the Customer and WAIVE TRIAL BY JURY.
- 13. If GFS grants credit terms to the Customer pursuant to this Application, then the Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors (the "Collateral") to secure payment of all goods purchased on credit from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

SIGNED: Listing dros A	TITLE: ACOLS MOR
PRINTED NAME: XVISHING Frost	DATE: 5/25/2017
DEDCOMAL CHARANTY	

PERSONAL GUARANTY

The undersigned (each, a "Guarantor") unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") by the Customer whether or not contemplated at the time of execution of this Personal Guaranty (this "Guaranty"). All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of the Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor further waives (a) the requirement that his/her/their name appear on any invoices; (b) the right to require Creditor to first proceed against the Customer or any other party; (c) the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold; and (d) notice of acceptance of this guaranty. Guarantor agrees to be personally liable for the debts of the Customer and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorneys' fees and all other costs incurred in the collection of any indebtedness ewed by the Customer. Until such time Creditor receives payment of all indebtedness owed by the Customer, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have against the Customer to recover any monies that are paid by Guarantor. Guarantor agrees to be bound by paragraphs 2, 5, 6, 9, 12 and 13 of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE GUARANTOR.

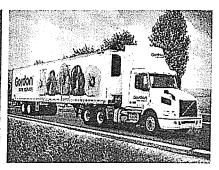
SIGNED:	DATE:	SIGNED:	DATE:
PRINTED NAME:		PRINTED NAME:	
Witnessed by:	whose full name and add	reccic	

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Serving your success, at your door or at our store.







- Serving and caring for foodservice customers for over 115 years.
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Customer Account Application

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- ☐ Ohio Valley Division, 4980 Gateway Blvd., Springfield, CH. 45502, phone: (937) 525-7236, fax: (937) 525-7215

GFS Central States, LLC

- ☐ Central States Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax; (502) 215-1091
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☐ Glazier Division, 11303 Antoine Dr., Houston, TX, 77066, phone: (800) 989-6411, fax: (616) 717-9020

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Section to be completed by Custo	omer Development Specialist or Gordon Food Service Store N	1anager
Sales No.:		
	ith Gordon Food Service? If so, please provide account numbers:	
Change of owner? If so, please provide the	current customer number:	
		REV 0615/53044

Please provide your delivery and billing information.	
LOCATION NAME: HODCat Port St.	LUCIC OWNERSHIP:
Inis is the common name or DBA of your business.	EMAIL: Apa barfly ven tures. Co
DELIVERY ADDRESS	BILLING ADDRESS Check if the same as delivery address.
ADDRESS 10553 SW Meeting St	ADDRESS: 35 Oakes SW # 400
(114: 101 1 37. 20C1 C	CITY: (3rand Kapids
STATE: FL ZIP: 34987 COUNTRY:	
PHONE (2/10 9(15 978 OFAX:	PHONE 16 965 9 780 FAX:
Please provide all of the information below for the legal o	wner of your business ("Customer").
	Proprietorship Other:
ENTITY NAME Barfy Ventures LLC	STATE FILED: Michigan PHONE 169659780 FAX:
ADDRESS: 35 Dakes SW # 400	PHONE 16 965 9780 FAX:
CITY: Grand Rapids	_
OWNER/OFFICER/MEMBER INFORMATION	
NAME:TITLE:	NAME:TITLE:
ADDRESS:	ADDRESS:
CITY:	
STATE: ZIP: PHONE:	
SSN: DL: Driver's License Number & State	SSN: DL: Social Security Number Driver's Licenso Number & State
SIGNED: DATE:	
	ormation as set forth in paragraph six of the General Provisions and Security Agreement.
Please provide the financial and purchasing information req	
1Mhat	Weekly Other:
What are your estimated weekly purchases from Gordon Food Service	15,000
What is your tax-exempt status? Resale Certificate* Full Full Properties of the Company of	food on luc liy Exempt Entity
Please provide your Federal Tax Identification Number (a/k/a EIN):	**Include evidence of tax exempt status ***Include a copy of direct pay permit Olalle
Do you require a purchase order?	
f you would like a statement, please specify the following: Frequency	vency: Weekly Bi-Weekly Monthly
Meth	od:
lease provide your banking information below.	1777 /11 3/9 77/6
BANK: Mercanhie Bank lease provide your supplier and trade references below.	ACCOUNT NO.: 4777 PHONE: 6/6242 7760
NAME	
	ACCOUNT NO.: PHONE:
NAME:	ACCOUNT NO.: PHONE:
NAME:	ACCOUNT NO : RUONE.

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Please let us kn	ow your interest in our order	ing and payment service	25.		
Easy Pay is a conve	™ offers you the ability to place order enient payment method that takes av insfer. Please let us know what service	way the worry and hassle of a	processing checks by providing au	ecure online application. Gordon Food Service tomatic processing of your payments through	
GORDON EXPERIEN	ICE: Yes, plea	se send me more information	about Gordon Food Service Experi	ence.	
GORDON FOOD SEF			about Gordon Food Service Easy P		
Select your pref	ferences for purchases made a	it a Gordon Food Service	e Store.		
Gordon Food Servic	e is proud to offer you the option to dard service and you may make purch less of whether the purchases were n	use your account to purchase ases by providing your accour	from your local Gordon Food Ser	vice Store. Your account will be automatically ible for all purchases made with your account lentification cards issued, and we will provide	
CARD OPTION:	Yes, please issue me continuing am responsible for all purchases	service cards. I understand the made using the card. Please o	at I am responsible to issue the car deliver my cards to:	rds to my designated purchasers, and that I	
	☐ Delivery Address ☐ Billing A	Address			
INVOICE OPTION:	You will automatically receive a rece	lpt with all pertinent invoice in	nformation at the time of purchase	. You may also select one other option:	
	An invoice emailed to:				
	An Invoice faxed to:				
Please help us to	better serve you by providin	g some information abo	out your business.		
	ion (Please choose only one)				
Eating and Drinking	Amusement and Rec.	Business Services	Non-Commercial	Food Stores	
☐ Family Restaurant ☐ Fast Service ☐ Ice Cream Shop ☐ White Tablecloth ☐ Tavern/Bar ☐ Delicatessen ☐ Truck Stop ☐ Pizzeria ☐ Cafeteria	t	Catering Vending Redistribution Small Business In-Plant Int'l Resort Int'l Redistribution Co-operative	Gov. Program Comm. Feeding Service Club Transportation Church Public Facility Jail/Prison Military Fundralser	☐ Convenience Store ☐ In-Store Deli ☐ In-Store Restaurant ☐ Snack Bar ☐ General Retall ☐ Bakery ☐ Gordon Food Service Store ☐ Doughnut/Coffee Shop ☐ Supermarkets	
Hospitality	Colleges	Long-Term Care	Schools:	<u>Other</u>	
Hotel Motel Resort Inn Passenger Ship	2-Year Private 4-Year Community 4-Year State 4-Year Private Fraternity/Sorority	CCRC Skilled Nursing Assisted Living	☐ Day Care☐ Elementary☐ High School	☐ Hospital - Acute ☐ Camp ☐ Senior Meals	
Affiliation (Please choo	ose only one)				
Franchise Public/Federal	☐ National Chain ☐ Parochial	Public/Community	Private/Independent	☐ Public/Sťate	
Menu Theme	Menu Theme				
☐ American ☐ Asian ☐ Bakery ☐ Beef ☐ Chicken ☐ Deli	☐ Eggs ☐ French ☐ German ☐ Greek ☐ Hamburger ☐ Health	ice Cream Italian Kosher Latin Mediterranean Mexican	☐ Non-Food ☐ Pizza ☐ Pork ☐ Ribs ☐ Seafood ☐ Servibar	☐ Steak ☐ Vegetarian	
Management (Please cl	Management (Please choose only one)				
Owner/Operator	☐ Independent	Contracted Food Service	ės	}	

NOTICE REQUIRED BY FEDERAL LAW. This notice is for non-trade applicants. If this Application is not approved in full or if any other adverse action is taken with respect to applicant's credit with Gordon Food Service, applicant has the right to request within sixty (60) days of Gordon Food Service's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.

GENERAL PROVISIONS AND SECURITY AGREEMENT

- 1. The Customer agrees to pay for all goods and services ordered or procured from Gordon Food Service, inc. or one or more of its current or future subsidiaries or affiliates ("GFS") on the terms set forth in this Customer Account Application (this "Application"). Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, the Customer agrees to pay to GFS or its assign, as an element of damages, all expenses of collection including actual attorneys' fees. GFS retains all rights of set off against any amounts or credits owed to the Customer.
- 2. The Customer agrees to be bound by the general provisions of this Application and those contained on GFS' invoices. These terms and conditions shall be the exclusive terms with respect to the sale and purchase of goods and any terms contained in or referenced by the Customer's purchase orders or any other documents of the Customer are rejected and non-binding on GFS.
- 3. All credit terms extended to the Customer are subject to change and can be amended at the sole discretion of GFS, at any time. The Customer consents to all changes of credit terms, extensions of credit, and any extensions or forbearance by GFS. This Application does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS may cease providing goods and services to the Customer at any time. Prices of products or other goods or services provided by GFS are not guaranteed until established on an invoice at the time of delivery. GFS must be notified in writing within 30 days of the invoice date of any claim related to the amounts charged on an invoice or any dispute of the sell price of products and, unless GFS is so notified, such claims are waived.
- 4. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Unless claimed at the time of delivery (prior to GFS' delivery driver leaving the Customer's location) any claim for damaged, undelivered or non-conforming goods is waived. In the event of a key drop delivery by GFS, such claims must be made by 3:00 p.m. (local time) the following day. If any goods provided are defective, the Customer's sole and exclusive remedy shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes. In no event shall GFS be liable for incidental, punitive, exemplary, indirect or consequential damages, or lost profits arising under or related to the goods and services provided by GFS.
- 5. GFS may assign and/or sell any accounts receivable or indebtedness owed by the Customer and, in the event of such assignment and/or sale (or any subsequent assignment or sale) any claims, defenses, and counterclaims of every kind and description that the Customer has against GFS is waived as to any transferee, assignee or pledgee. Further, the Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
- 6. The Customer's principals and any Guarantors that sign this Application (the "Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
- 7. If any check, draft, EFT, ACH or any other order of payment (each, a "<u>Transaction</u>") is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID OR DISHONORED TRANSACTIONS.
- 8. If the Customer is a franchisee or member of a group purchasing organization (each, an "Organization") and the Customer is purchasing from GFS under a written agreement between GFS and the Organization, then the Customer agrees to abide by and accepts all terms of such agreement as modified, amended or superseded from time to time.
- 9. All inventory of proprietary goods or goods special ordered (or manufactured) for the Customer or goods not normally stocked, but brought into inventory to service the Customer, must be immediately purchased if the Customer ceases to use such goods or discontinues doing business with GFS.
- 10. The Customer acknowledges that purchases made at Gordon Food Service Stores or delivered directly may be electronic transactions. In the event of an electronic transaction, the Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. The Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Application.
- 11. In the event any provision of this Application is held to be invalid, unenforceable or illegal, the other provisions shall remain fully enforceable. The provisions of this Application may only be amended by a written instrument signed by both GFS and the Customer.
- 12. The Customer and any Guarantors agree that all actions or proceedings arising out of, from, or related to this Application shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. If GFS selects a different forum, then the Customer agrees that venue is proper in any court of competent jurisdiction that GFS selects in the state where the Customer is located or conducting business. To the extent permitted by applicable law, the Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against the Customer and WAIVE TRIAL BY JURY.
- 13. If GFS grants credit terms to the Customer pursuant to this Application, then the Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security Interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors (the "Collateral") to secure payment of all goods purchased on credit from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any Ilquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

SIGNED:_	Aux Mille		TITLE:	CFO	-
PRINTED NAME:_	Lisa Miller	$\underline{\underline{\hspace{1cm}}}$	DATE:	111/2018.	
The condensation of		PERSONAL GUARANTY		111310013	

The undersigned (each, a "Guarantor") unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") by the Customer whether or not contemplated at the time of execution of this Personal Guaranty (this "Guaranty"). All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of the Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor further waives (a) the requirement that his/her/their name appear on any invoices; (b) the right to require Creditor to first proceed against the Customer or any other party; (c) the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold; and (d) notice of acceptance of this guaranty. Guarantor agrees to be personally liable for the debts of the Customer and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorneys' fees and all other costs incurred in the collection of any indebtedness owed by the Customer. Until such time Creditor receives payment of all indebtedness owed by the Customer, Guarantor waives any right to reimbursement, contribution, indermnification and subrogation it may have against the Customer to recover any monles that are paid by Guarantor. Guarantor agrees to be bound by paragraphs 2, 5, 6, 9, 12 and 13 of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE GUARANTOR.

SIGNED:	DATE:	SIGNED:	DATE:
PRINTED NAME:		PRINTED NAME:	
Witnessed by:w	hose full name and addr	ress is:	

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Serving your success, at your door or at our store.







- Serving and caring for foodservice customers for over 115 years.
- A family company committed to building partnerships.
- Quality foodservice products and the choices you need to succeed.
- Services that help you achieve your goals and make dreams a reality.





Customer	Account	Application
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Please return your completed application to the servicing Gordon Food Service* company checked below.

- Non-Commercial and National Chains*, PO Box 2244, Grand Rapids, Ml. 49301, phone: (800) 968-7500, fax. (616) 717-6024
- Gardon Food Service Store***, PO Box 2244, Grand Rapids, MJ, 49501, phone: (800) 905-4074, fax: (616) 717-9610

Gordon Food Service, Inc.

- ☐ Allegheny Valley Division, 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215
- ☐ Carolinas Division, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-5024
- 🕦 Great Lakes Division (Brighton), 8040 Kensington Court, Brighton, Ml. 48116, phone: (616) 717-6359, fax: (248) 486-4222
- Great Lakes Division (Clay Ave), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Great Lakes West Division, PO Box 1320, Grand Rapids, Mt. 49501, phone: (800) 958-6360, fax: (616) 717-4893
- ☐ Mid-Atlantic Division, 100 Commerce Drive, Newark, DE. 19713, phone: (410) 273-3524, fax: (616) 717-9881
- Ohio Valley Division, 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax. (937) 525-7215

GFS Central States, LLC

- ☐ Central States Division, 342 Gordon industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091
- ☐ Southeast Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091

GFS Florida, LLC

☐ Florida Division, 2850 NW 120th Terrace, Mlami, Ft., 33167, phone: (305) 507-2906, fax; (305) 459-8746

Glazier Foods Company

Glazier Division, 11303 Antoine Dr., Houston, TX. 77066, phone, (800) 989-641, fax. (616) 717-9020

Perkins Paper, LLC

- Perkins Division, 630 John Hancock Rd., Taunton, MA, 02780, phone: (774) 226-1500, fax: (774) 226-1782
- * Non-Commercial and National Chain customers may be serviced by one or more of the foregoing companies. National Chain customers may also be serviced by GFS Chain Alliance, LLC.
- Florida stores are operated by GFS Stores, LLC, and all others are operated by GFS Marketplace. LLC.

section to be	completed by Clistomer D	evelopment Specialist or Gordon Food Service Store M	1anager
Sales No.:	2422	Store No.:	
Does the custom	ner have other accounts with Gord	on Food Service? If so, please provide account numbers:	
Change of owner	r? If so, please provide the current	customer number:	

Please provide your deliges and him Tribyhation oc #:308-1 Filed: 09/14/2020 Page 73 of 87 Length of time owned. NDALOVAS: (O) **DELIVERY ADDRESS** BILLING ADDRESS Check if the same as delivery address. COUNTRY: ()S Please provide all of the information below for the legal owner of your business ("Customer"). **ENTITY TYPE:** ☐ LP/LLP Proprietorship ☐ Partnership Other: OWNER/OFFICER/MEMBER INFORMATION TITLE: NAME: ADDRESS: ADDRESS: PHONE: STATE: ZIP: Social Security Number Driver's License Number & State Social Security Number Driver's License Number & State _ DATE:_ SIGNED:_ DATE: The signor(s) above each consent to the release of his/her personal credit information as set forth in paragraph six of the General Provisions and Security Agreement. Please provide the financial and purchasing information requested below. What payment terms are you requesting? C.O.D. What are your estimated weekly purchases from Gordon Food Service? What is your tax-exempt status? Resale Certificate* Fully Exempt Entity** None ☐ Direct Pay Permit*** ☐ Federal Government **Include evidence of tax exempt status *Include a copy of resale certificate ***Include a copy of direct pay permit Please provide your Federal Tax Identification Number (a/k/a EIN): Do you require a purchase order? If you would like a statement, please specify the following: Frequency: ■ Weekly Bi-Weekly Monthly Method: EMail:_ Fax:___ Please provide your banking information below. ACCOUNT NO.: PHONE: Please provide your supplier and trade references below. NAME: ACCOUNT NO .: NAME: ACCOUNT NO.:____ PHONE: NAME: ACCOUNT NO .: PHONE:

Please let us kno	ow youranseries Alastardella	lg and pay#i3008 e1vicEs	iled: 09/14/2020 Pa	age 74 of 87	
E cash Lak is a collect	™ offers you the ability to place orders, nient payment method that takes awa nsfer. Please let us know what services	ay the worry and hassle of pr	rocessing checks by providing auto	cure online application. Gordon Food Service omatic processing of your payments through	
GORDON EXPERIENT	CE: Yes, please	send me more information a	bout Gordon Food Service Experies	nce.	
GORDON FOOD SER			bout Gordon Food Service Easy Pa		
Select your pref	erences for purchases made at	a Gordon Food Service	Store.		
annoneo in our arairo	ess of whether the purchases were ma	ses by providing your account	t information. You will be reconnoil	ice Store. Your account will be automatically ble for all purchases made with your account entification cards issued, and we will provide	
CARD OPTION:	Yes, please issue me continuing s am responsible for all purchases i	ervice cards. I understand that made using the card. Please d	t I am responsible to issue the card eliver my cards to:	ds to my designated purchasers, and that I	
***************************************	Delivery Address Billing Ad	idress Other:			
INVOICE OPTION:	You will automatically receive a receip	pt with all pertinent invoice in	formation at the time of purchase.	. You may also select one other option:	
Printed and the second and the secon	An invoice emailed to:				
	An invoice faxed to:				
Please help us to	better serve you by providing	rama information abou	r L	ta Distribution de la proposition della proposit	
l .	ion (Please choose only one)	, some intermation abou	ut your ousiness.		
	on (Please choose only one)				
Eating and Drinking	Amusement and Rec.	Business Services	Non-Commercial	Food Stores	
Family Restaurant Fast Service	t Public Golf Club Private Golf Club	☐ Catering ☐ Vending	Gov. Program Comm. Feeding	Convenience Store	
[lce Cream Shop	Health Club	Redistribution	Service Club	☐ In-Store Deli ☐ In-Store Restaurant	
White Tablecloth Tavern/Bar	Ski Resort Stadium	Small Business	Transportation	Snack Bar	
Delicatessen	Fair/Festival	In-Plant Int'l Resort	☐ Church ☐ Public Facility	General Retail Bakery	
Truck Stop	Bowling Center	Int'l Redistribution	☐ Jall/Prison	Gordon Food Service Store	
☐ Pizzeria ☐ Cafeteria	☐ Theme Park ☐ Theater	Co-operative Office	Military	Doughnut/Coffee Shop	
			L Fundraiser	Supermarkets	
Hospitality ☐ Hotel	Colleges	Long-Term Care	Schools	Other —	
Motel	☐ 2-Year Private ☐ 4-Year Community	☐ CCRC ☐ Skilled Nursing	Day Care	Hospital - Acute	
Resort	4-Year State	Assisted Living	☐ Elementary ☐ High School	Camp Senior Meals	
☐ Inn ☐ Passenger Ship	4-Year Private Fraternity/Sorority				
Affiliation (Please cho					
Franchise Public/Federal	☐ National Chain ☐ Parochial	☐ Public/Community	Private/Independent	Public/State	
Menu Theme	Menu Theme				
American	Eggs	☐ Ice Cream	☐ Non-Food	☐ Steak	
Asian	French	Italian 🔲	Pizza	Vegetarian	
☐ Bakery ☐ Beef	∐ German ☐ Greek	☐ Kosher ☐ Lətin	☐ Pork		
Chicken	Hamburger	☐ Mediterranean	☐ Ribs ☐ Seafood		
☐ Deli	Health	Mexican	Servibar		
Management (Please	chaose only one)				

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Contracted Food Services

Owner/Operator

Independent

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SIGNED: Kristing from	TITLE: Accts Manage
PRINTED NAME: ANSTHO TOST	DATE: 2/15/1/()
PERSONAL GUARANTY	,

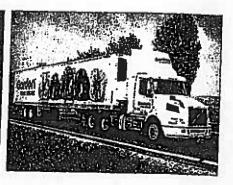
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SIGNED:	DATE:	SIGNED:	DATE:
PRINTED NAME:		PRINTED NAME:	
Mitnaced hu			

Serving your success, at your door or at our store.







- Serving and caring for foodservice customers for over 115 years.
- A family company committed to building partnerships.
- Quality foodservice products and the choices you need to succeed.
- Services that help you achieve your goals and make dreams a reality.





Customer Account Application Please return your completed application to the servicing Gordon Food Service' company checked below. ☐ Non-Commercial and National Chains*, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (615) 717-6024 ☐ Gordon Food Service Store ****. PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 905-4074. fax: (616) 717-9610 Gordon Food Service, Inc. Allegheny Valley Division, 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937).525-7236, fax: (937) 525-7215 ☐ Carolinas Division, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024 Great Lakes Division (Brighton). 8040 Kensington Court, Brighton, Mt. 48116, phone: (616) 717-6359, Jax: (616) 485-4222

- Great Lakes Division (Clay Ave), PO Box 1320, Grand Rapids, MJ, 49501, phone; (600) 968-6360, fax: (616) 717-4893 ☐ Great Lakes West Division, PO Box 1320, Grand Rapids, MJ. 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Mid-Atlantic Division, 100 Commerce Orive, Newark, DE, 19713, phone: (410) 273-3524, laz: (616) 717-9881
- Ohio Valley Division, 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215

GFS Central States, LLC

- ☐ Central States Division, 342 Gordon Industrial Drive, Shephardsylle, KY, 40165, phone: (800) 840-9851, fax: (502) 2)5-1091
- ☐ Southeast Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fex: (502) 215-1091

☐ Florida Division, 2850 NW 120th Terrace, Miamil, FL, 33167, phone: (305) \$07-2906, fax: (305) 459-8746

Glazier Foods Company

☐ Glazier Division, 11303 Antoine Dr., Houston, TX, 77066, phone: (800) 989-6411, (ex: (616) 717-9020

Perkins Paper, LLC

- Perkins Division, 630 John Hencock Rd., Taunton, MA, 02780, phone: (774) 226-1500, fax: (774) 226-1782
- * Non-Commercial and National Chain customers may be serviced by one or more of the foregoing companies. National Chain customers may alto be serviced by GFS Chain Alliance, LLC.
- ** Florida stores are operated by GFS Stores, LLC, and all others are operated by GFS Markelpiace, LLC.

Section to be completed by Customer Development Specialist or Gordon Food Service Store Manager
Store No.
Does the customer have other accounts with Gordon Food Service? If so, please provide account numbers:
tamily 3614
Change of owner? If so, please provide the current customer number:

Please provide your delivery and billing information.	
LOCATION NAME: B HODCOLT.	CHARTECINE
A/P CONTACT: LY/Se William notice of URA of your husbress.	OWNERSHIP: Length of line swared.
DELIVERY ADDRESS	BILLING ADDRESS Check if the same as delivery address.
ADDRESS: (03/5 De/may 13/V	PADDRESS: 35 DOKOS SW #400
and niversity City	and Brand Row pide
STATE: 100 zip: 103/30 country:	STATE: 191 21Pt 49503 COUNTRY:
PHONELFAX:	PHONE: FAX:
Please provide all of the information below for the legal own	
Corporation QLC LP/LLP Pro	prietorship Partnership Other:
ENTITYNAME: BOTFLY VENTURES	
ADDRESS 35 DOLLAS SW #400	STATE FILED:
come Evolund Rapids	PHONE: PAX:
OWNER/OFFICER/MEMBER INFORMATION	STATE: 777 ZIP: 70505 COUNTRY:
NAME.	
ADDRESS:	NAME:TITLE:
	ADDRESS:
cny:	сту:
STATE: ZIPt PHONE:	STATE: ZiP: PHONE:
SSN: DL: Social Security Number Difficit's License Huriber & State	SSN:DL:
SIGNED: DATE:	Sectal Security Number Driver's Ucease Humber & State SIGNED:
The signar(s) above each consent to the release of his/her personal credit informat	ion as set forth in paragraph six of the General Provisions and Security Assessment
rease provide the mancial and purchasing information request	ed below.
What payment terms are you requesting? CO.D. Weekly	
What are your estimated weekly purchases from Gordon Food Service?	\$ 15,000
	mpt Entity** None Direct Pay Permit*** Federal Government
Please provide your Federal Tax Identification Number (a/k/a EiN):	**Include evidence of tay anomal status ***Include a copy of direct pay printle GGG G
Do you require a purchase order? Yes No	
If you would like a statement, please specify the following: Frequency:	□ Weekly □ BI-Weekly □ Monthly
Please provide your banking information below.	☐ 6Məll: ☐ Fəx:
BANK: 1/1/1/10 MILL BOOK	DUNT NO.:
lease provide your supplier and trade references below.	O. O
NAME: ACCO	DUNT NO.: PHONE:
NAME:	FIIONES.
NAME	THORE
ACCO	UNT NO.:PHONE:

GENERAL PROVISIONS AND SECURITY AGREEMENT

1. The Customer agrees to pay for all goods and services ordered or procured from Gordon Food Service, Inc. or one or more of its current or future subsidiaries or affiliates ("GF5") on the terms set forth in this Customer Account Application (this "Application"). Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices, in the event of default, the Customer agrees to pay to GFS or its assign, as an element of damages, all expenses of collection including actual attorneys' fees. GFS retains all rights of set off against any amounts or cradits owed to the Customer.

2. The Customer agrees to be bound by the general provisions of this Application and those contained on GFS' invoices. These terms and conditions shall be the exclusive terms with respect to the sale and purchase of goods and any terms contained in or referenced by the Customer's purchase orders or any other documents of

the Customer are rejected and non-binding on GFS.

3. All credit terms extended to the Customer are subject to change and can be amended at the sole discretion of GFS, at any time. The Customer consents to all changes of credit terms, extensions of credit, and any extensions or forbearance by GFS. This Application does not create any obligation on the part of GFS to provide goods to the Customer on credit of otherwise, and GFS may cease providing goods and services to the Customer at any time. Prices of products or other goods or services provided by GFS are not guaranteed until established on an invoice at the time of delivery. GFS must be notified in writing within 30 days of the invoice date of any claim related to the amounts charged on an invoice or any dispute of the sell price of products and, unless GFS is so notified, such claims are waited.

4. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Unless daimed at the time of delivery (prior to GFS' delivery driver leaving the Customer's location) any claim for damaged, undelivered or non-conforming goods is waived. In the event of a key drop delivery by GFS, such claims must be made by 3:00 p.m. (local time) the following day. If any goods provided are defective, the Customer's sole and exclusive remedy shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes. In no event shall GFS be liable for incidental, punitive, exemplary, indirect or consequential damages, or lost profits arising under or related to the goods and services provided by GFS.

5. GFS may assign and/or still any accounts receivable or indebtedness owed by the Customer and, in the event of such assignment and/or sale (or any subsequent assignment or sale) any claims, defenses, and counterclaims of every kind and description that the Customer has against GFS is waived as to any transferee, assignee or pledgee. Further, the Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of

protest or any other notice or demand in connection with any account opened with GFS.

The Customer, the Customer's principals and any Guarantors that sign this Application (the "Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.

If any check, draft, EFT, ACH or any other order of payment (each, a "Transaction") is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID OR DISHONORED TRANSACTIONS.

If the Customer is a franchisee or member of a group purchasing organization (each, an "Organization") and the Customer is purchasing from GFS under a written agreement between GFS and the Organization, then the Customer agrees to abide by and accepts all terms of such agreement as modified, amended or superseded from time to time.

9. All invantory of proprietary goods or goods special ordered (or manufactured) for the Customer or goods not normally stocked, but brought into inventory to

service the Customer, must be immediately purchased if the Customer ceases to use such goods or discontinues doing business with GFS.

10. The Customer acknowledges that purchases made at Gordon Food Service Stores or delivered directly may be electronic transactions. In the event of an electronic transaction, the Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. The Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Application.

11. In the event any provision of this Application is held to be invalid, unenforceable or illegal, the other provisions shall remain fully enforceable. The provisions of

this Application may only be amended by a written instrument signed by both GFS and the Customer.

12. The Customer and any Guarantors agree that all actions or proceedings arising out of, from, or related to this Application shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. If GFS selects a different forum, then the Customer agrees that venue is proper in any court of competent jurisdiction that GES selects in the state where the Customer is located or conducting business. To the extent permitted by applicable law, the Customer and Guarantors waive any right they may have to transfer of change the venue of any litigation brought against the Customer and WAIVE TRIAL BY JURY,

23. If GFS grants credit terms to the Customer pursuant to this Application, then the Customer and any Guarantor (collectively, the "Granton") grant to GFS a purchase money seconity interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors (the "Collateral") to secure payment of all goods purchased on credit from GPS. "Collateral" includes, by way of example and without limitation, all goods, equipment, invantory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantops give GFS the authority to file any financing statement or continuation or other document needed to perfect. GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collegeral shall be without prelidice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

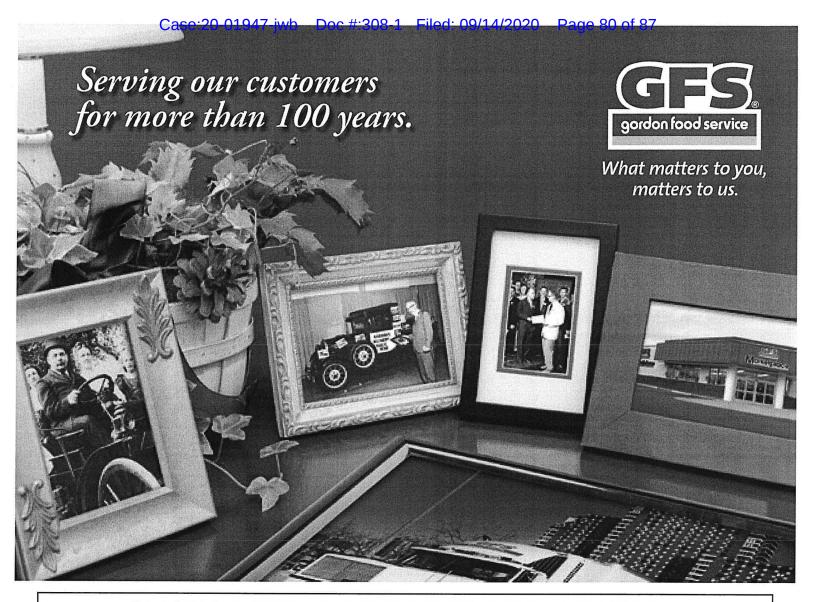
SIGNED: PRINTED NAME:	Clisa Miller	1111.E. <u>~</u>	5/10/2018
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	PERSONAL GUARANTY	DATE:	5/10/2018

The undersigned (each, a "Guarantor") unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignce and/or transferee ("Creditor") by the Customer whether or not contemplated at the time of execution of this Personal Guaranty (this "Guaranty"). All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of the Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor further waives (a) the requirement that his/her/their name appear on any invoices; (b) the right to require Creditor to first proceed against the Customer or any other party; (c) the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agreet that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold; and (d) notice of acceptance of this guaranty. Guarantor agrees to be personally liable for the debts of the Customer and consents to all changes of terms, extensions of credit, and any extensions or forceazance by Creditor. Guarantor agrees to pay Graditor actual attorneys fees and all other costs incurred in the collection of any indebtedness byted by the Customer. Until such time Creditor receives payment of all indebtedness owed by the Customer, Guarantor waives any right to relimbursement, contribution, indebtedness and subrogation it may have against the Customer to recover any monies that are paid by Guarantor. Guarantor agrees to be bound by paragraphs 2, 5, 6, 9, 12 and 13 of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE GUARANTOR.

SIGNED	DATEL	SIGNED:,	DATE:
PRINTED NAME:		PRINTED NAME:	VAIL
Witnessed by:	hose fell name and addr	ess ks	

Please let us ki	now your interest in our ord	ering and payment serv	ices.	
Gordon Experience Easy Pay is a conv electronic funds tra	e ^{ne} offers you the ability to place or enlent payment method that takes ansfer. Please let us know what serv	ders, pay involces and access of away the worry and hassle of the worry and hassle of the syou would like more information.	other account services through our forcessing checks by providing mation about.	r secure online application. Gordon Food Servic automatic processing of your payments throug
GORDON EXPERIE				
GORDON FOOD SE	RVICE EASY PAY: Yes, pl	ease send the more informatio	n about Gordon Food Service Exp In about Gordon Food Service Easy	trience.
				Pay.
	ferences for purchases made			
Gordon Food Service enrolled in our stan information, regard you with continuing	e is proud to offer you the option dard service and you may make pur less of whether the purchases wen service cards.	to use your account to purchar chases by providing your acco e made by an authorized indiv	se from your local Gordon Food S unt information. You will be respo idual. You also may elect to have	ervice Store. Your account will be automatically insible for all purchases made with your account Identification cards issued, and we will provide
CARD OPTION:	Yes, please issue me continuit am responsible for all purchas	ng service cards. I understand t ses made using the card. Please	that I am responsible to issue the c e deliver my cards to:	ards to my designated purchasers, and that I
		Address Other:		
INVOICE OPTION:	You will automatically receive a re	celpt with all pertinent invoice	Information at the time of purcha	se. You may also select one other option:
	An invoice emailed to:	as party ver	Hures.com	
	An invoice faxed to:			
Please help us to	hatter come way have and the			
Customer Classificati	better serve you by providi on (Please chaose only one)	ng some information ab	out your business.	
Eating and Drinking	Amusement and Rec.	Business Services	No. Co.	
Family Restaurant		☐ Catering ·	Non-Commercial	Food Stores
Fast Service	Private Golf Club	☐ Vending	Gov. Program Camm. Feeding	Convenience Store
Ice Cream Shop	Health Club	Redistribution	Service Club	in-Store Dell in-Store Restaurant
White Tablecloth	Ski Resort	Small Business	☐ Transportation	Snack Bar
Delicatessen	Stadium	☐ in-Plant	Church	General Retail
Truck Stop	Fair/Festival	Int'l Resort	Public Facility	Bakery
Pizzeria	☐ Bowling Center ☐ Theme Park	Int'l Redistribution	☐ Jall/Prison	Gordon Food Service Store
☐ Cafeteria	Theater	Co-operative	Military Fundralser	☐ Doughnut/Coffee Shop ☐ Supermarkets
Hospitality	Colleges	Long-Term Care		
☐ Hotel	2-Year Private	☐ ccrc	<u>Schools</u>	Other
☐ Motel	4-Year Community	Skilled Nursing	Day Care	Hospital - Acute
Resort	4-Year State	Assisted Living	☐ Elementary ☐ High School	Camp
tnn Passenger Ship	4-Year Private Fraternity/Socority		T utility artifoli	☐ Senior Meals
Affiliation (Please choos	The state of the s			
Franchise				
Public/Féderal	National Chain Parochial	Public/Community	☐ Private/Independent	☐ Public/State
Menu Theme				
American	Eggs	☐ Ice Gream	☐ Non-Food	1
Aslan	☐ French	[] Italian	☐ Non-Food	Steak
Bakery	German	Kosher	Pork	☐ Vegetarian
Seef	Greek	☐ tatin	Ribs	
☑ Chicken ☑ Deli	Hamburger Health	Mediterranean	☐ Seafood	
		Mexican	☐ Servibar	
tanagement (Please cho	ase only one)			
Owner/Operator	Independent	Contracted Food Service	•	
				

NOTICE REQUIRED BY FEDERAL LAW. This notice is for non-trade applicants. If this Application is not approved in full or if any other adverse action is taken with respect to applicant's credit with Gordon Food Service, applicant has the right to request within sixty (60) days of Gordon Food Service's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Féderal Trade Commission, Washington, D.C.



CUSTOMER ACCOUNT APPLICATION

Please check the appropriate division and return the completed application to the designated location.



- Gordon Food Service® (Non-Commercial and Chains), PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024

 Non-Commercial
 Chains National
 - ☐ Chains Greenville, SC
 - ☐ Chains Ocala, FL
- Great Lakes East Division (Commercial), 8040 Kensington Court, Brighton, MI, 48116, phone: (248) 446-8348, fax (248) 486-4222
- ☐ Great Lakes West Division (Commercial), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- 🗆 Ohio Valley Division (Commercial), 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215
- ☐ Central States Division (Commercial), 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091
- ☐ Florida Division (Commercial), 2850 NW 120th Terrace, Miami, FL, 33167, phone: (305) 507-2844, fax: (305) 459-8746

Marketplace

GFS Marketplace®, PO Box 1562, Grand Rapids, MI, 49501, phone: (800) 968-6109, fax: (616) 717-9610

Section to be completed by Customer Develo	nent Specialist or GFS Marketplace Store Manager
Sales No.:	Store No.:
Does the customer have other accounts with Gordon Food	vice? If so, please provide account numbers:
Change of owner? If so, please provide the current custome	umber:
	FORM NO.: REV 10/

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INSTRUCTIONS: Please print or type. Fill in all spaces and complete by signing where indicated. The party signing must either be an officer, partner, member or owner of your organization. Your answers to all questions will enable us to expedite your application. All pages must be fully completed and signed on page four in order to complete the account approval process.

Homat Ford field	()		()	
Trade Name (Location Name)	Telephone P+rOi+/	No.	Fax No. 488210	E-mail Address
Delivery Address	City/State	/	Zip Code	Country
35 Oakes SW + T400 (orand Kay		S,M1 44503	(
Billing Address (If different from delivery addres	s) City/State		Zip Code	Telephone No.
Corporate/Legal Name ("Customer") PLEASE PRO	OVIDE LEGAL ENTITY	/ NAME	E, ADDRESS AND INFORMATION	BELOW:
☐ Corporation :			Address:	
Limited Liability Co.: Hopcat Detvi	<u>01</u> +	LLC	City/State/Zip: Detroit	m148201
☐ Limited Partnership:	,]	LP	Telephone No.: ()	
☐ Proprietorship:			Fax No.:()	
☐ General Partnership:			E-Mail Address:	
☐ Other:			Date Current Owner Took Ov	/er:
Complete the following for all partners, members, or in	ndividual owner(s)/pri	ncipal(s):	
Name Title	N	lame		Title
Home Address City/Sta	ate H	Iome A	ddress	City/State
Zip Code Phone 1	7	ip Cod		Phone No.
Zip Code Filolie I	NO.	ар Соц	е	Phone No.
Social Security No. Driver's License N	Io. & State So	ocial S	ecurity No. Drive	er's License No. & State
Signature Date	Si	ignatu	re	Date
(Please list any additional partners, members or p	orincipals on a separ	ate sh	eet)	
Will you provide current financials? Yes	No (If yes, please att	tach m	ost recent financial statements)	
Terms Requested: ☐ C.O.D. ☐ Weekly	Other:		-	
Average Weekly Purchases:\$	_			
Payment Method: ☐ Cash ☐ Check ☐ C	FS Easy Pay (Must co	omplet	e electronic funds transfer agree	ement)
Trade References: 1)	()	2)		()
Business Name	Phone No.	Busi	iness Name	Phone No.
3)	()	4)	1	
Business Name	Phone No.	Busi	iness Name	Phone No.
		<i>r</i>	2 (
Banking Info .: Nercantile Bar	ok Gran	dK	apids, ml	()
Name of Bank	Account No.		/ City/State	Phone No.
Tax Exempt Status: ☐ Resale Only ☐ All Sale	s Tax Exemp	pt No.	:	Vor Letter is required)

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	00.00.20	-			a.g. = 0. 0.
		ONLIN	E ORDERING A	ND ACCOUNTING	
will also be give	GFS Experience™ offers you the ability to place orders and pay invoices online through our secured application. When you elect to pay online, you will also be given access to view and print your prior transactions. You can obtain more information about these services from your GFS representative or by checking the appropriate box below. These services are currently not available to GFS Marketplace customers.				
□ ORDERIN	G: I would like	more information a	about placing order	s online using GFS Experie	ence.
ORDERIN with My Ac		UNTING: I woul	d like more inform	nation about ordering and	paying online using GFS Experience
		<u> </u>	ONTINUING SE	DVICE CADD	
However, you wi individual. You m	Il be responsible hay elect to have y identification opti	product from any for all purchases mour account secured	of our Gordon Food hade on your account, for identification p	d Service Marketplace Stores nt regardless of whether the urposes, and we will provide	by providing your account information. purchases were made by an authorized you with continuing service cards. If you resent your continuing service card to our
User Preference				Y/I.D. OPTION and understesponsible for all purchases n	stand that I am responsible to issue cards nade using my card.
				information, I want (Please se	
			ourchase information	faxed invoice to:on.	
Send Cards to:	☐ Delivery Add	ress 🗆 Bill to A	ddress Other:		
		<u>C</u> 1	USTOMER CLAS	<u>SSIFICATION</u>	
(Please choose of	only one below):				
Eating and Drin ☐ Family Restau ☐ Fast Service ☐ Ice Cream Sho	ırant 🗆 Wh	ite Tablecloth vern/Bar icatessen	□ Truck Stop□ Pizzeria□ Cafeteria	Amusement and Recrea ☐ Golf Club (Public) ☐ Golf Club (Private) ☐ Health/Athletic Club	ation Ski Resort Stadium Fair/Festival Theme Park Theater
Hotels and Other Hotels Motels Resort Inn Passenger Shi	<u>Food</u> □ Con □ In-3 □ In-3 □ Sna	Stores Evenience Store Store Deli Store Restaurant Eck Bar Everal Retail	☐ Bakery ☐ GFS Store	Business Services Catering Vending Redistribution Small Business In-plant	 ☐ Int'l Resort Hotel ☐ Int'l Redistribution ☐ Co-op ☐ Office
Hospitals	Long-	Term Care		Other Non-Commercial	
□ Acute		RC lled Nursing isted Living		☐ Government Program☐ Community Feeding☐ Service Club☐ Transportation	 ☐ Church ☐ Fund Raiser ☐ Public Facility ☐ Jails/Prison ☐ Military Feeding
Schools ☐ Day Care ☐ Elementary ☐ High School		ior Meal Program		Colleges □ 2-Year Private □ 4-Year Community □ 4-Year State	☐ 4-Year Private ☐ Fraternity/Sorority
AFFILIATION	(choose one):	☐ Franchise	☑ National Chai ☐ Public/Comm		☐ Private/Independent ☐ Public/State
MENU THEME	7				
American Asian Bakery Beef	☐ Chicken ☐ Deli ☐ Eggs ☐ French	☐ German☐ Greek☐ Hamburger☐ Health	☐ Ice Cream ☐ Italian ☐ Kosher ☐ Latin	 ☐ Mediterranean ☐ Pork ☐ Mexican ☐ Poul ☐ Non-Food ☐ Ribs ☐ Pizza ☐ Seaf 	try □ Steak □ Vegetarian

MANAGEMENT (choose one):	☐ Owner/Operator	☐ Independent	☐ Contracted Food Services

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GENERAL PROVISIONS AND SECURITY AGREEMENT

- 1. All prices quoted or billed are cash prices and do not include credit terms. Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, Customer agrees to pay to Gordon Food Service, Inc., GFS Central States, LLC and GFS Florida, LLC ("GFS") or its affiliates or assigns, as an element of damages, all expenses for collection including actual attorney fees. GFS retains all rights of set off against any amounts or credits owed to Customer.
- 2. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. If any goods provided are defective the Customer's remedy, in the sole discretion of GFS, shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes, of any such goods. In no event shall GFS be liable for incidental or consequential damages arising from alleged defects. If Customer provides GFS with key access for early or after hours delivery ("Key Drop"), Customer hereby waives any and all claims, actions or suits against GFS arising out of or in any way connected to the Key Drop delivery. Unless disputed in writing within 30 days from invoice date, any claim that goods were not delivered is waived by Customer.
- 3. GFS may assign and/or sell any accounts receivable or indebtedness owed by a Customer to GFS and, in the event of such assignment and/or sale (or any subsequent assignment or sale) Customer waives, as against any transferee, assignee or pledgee, all claims, defenses and counterclaims of every kind and description that Customer may have against GFS. Further, Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
- 4. The Customer's principals and any Guarantors that sign this Agreement ("Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
- 5. If this Application is not approved in full or if any other adverse action is taken with respect to Customer's credit with GFS, Customer has the right to request within sixty (60) days of GFS' notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.
- 6. If any check, draft, EFT, ACH or any other order of payment ("Transaction") payable to GFS is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID TRANSACTIONS or any Transactions dishonored or unpaid for any reason.
- 7. The Customer acknowledges that purchases made at GFS Marketplace stores or delivered directly may be electronic transactions. In the event of an electronic transaction, Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Agreement. If Customer selects GFS Experiencetm, the use of Customer's user identification name and password hereby constitutes an electronic signature in accordance with the Electronic Signatures in the Global and National Commerce Act of 2000, authorizing access to such information. Customer accepts full responsibility for any transaction initiated through Customer's user identification name under the GFS Experience application.
- 8. This Agreement shall be binding upon and inure to the benefits of GFS and the Customer and their respective heirs, executors, administrators, legal representatives, successors, agents and assigns. The Customer agrees to notify GFS, in writing, by regular mail at P.O. Box 2244, Grand Rapids, MI 49501 of any change of ownership and further agrees to be liable for all purchases should the Customer fail to comply with said notification. All credit terms extended to Customer are subject to change and can be amended at the sole discretion of GFS, at any time. Customer consents to all changes of terms, extensions of credit, and any extensions or forbearance by GFS. This agreement does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS, in its sole discretion, may terminate the Customer at any time.
- 9. Customer irrevocably agrees that, subject to GFS' sole discretion, all actions or proceedings arising out of, from, or related to this Agreement shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. Customer consents and submits to the personal jurisdiction of any such court. If GFS selects a different forum, then Customer agrees that venue is proper in the following counties: FL Orange or Miami-Dade; IL Cook; KY Jefferson; OH Lucas or Cuyahoga; MO St. Louis; PA Allegheny or Philadelphia; TN Knox or Davidson; WI Milwaukee. To the extent permitted by applicable law, Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against Customer and hereby waive trial by jury.
- 10. If GFS grants credit terms to Customer pursuant to this agreement, then Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors ("Collateral") to secure payment of all goods purchased on credit, without limitation, from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

	Title: Accts mar	Date:
Name Printed: Kristine Frost		
PERSONAL GUARANTY		

The undersigned unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") whether or not contemplated at the time of execution of this Guaranty. All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor waives the right to require Creditor to first proceed against Customer or any other party. Guarantor waives the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold. Guarantor further waives notice of acceptance of this guaranty and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorney fees and all other costs incurred in the collection of any indebtedness owed by Customer. Until such time Creditor receives payment in full of all indebtedness owed by Customer to Creditor, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have now or in the future against Customer to recover any monies that are recovered from Guarantors under the guaranty. Guarantor in addition agrees to be bound by paragraphs four, nine and ten of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE SIGNATORY.

Signed:	Printed Name:	Date:
Witness:	Witness:	

Apr. 14. 20 Gase 240 1947-jwb Doc #:308-1 Filed: 09/14/2020 Page 8433687 P. 2 an officer, partner, member or owner of your organization. Your answers to all questions will enable us to expedite your application. All pages must be fully completed and signed on page four in order to complete the account approval process. STELLAS (DU NOG 666 356 2700 Trade Name (Location Name) Telephone No. E-mail Address Fax No. COAND PARTES TG503 \$ 53 COMMERCE ST City/State Zip Code Country Delivery Address Telephone No. Zip Code City/State Billing Address (If different from delivery address) Corporate/Legal Name ("Customer") PLEASE PROVIDE LEGAL ENTITY NAME, ADDRESS AND INFORMATION BELOW: ☐ Corporation: Limited Liability Co. 50 AMP FUSE U.C PBA STEUR'S LOUNTE ☐ Limited Partnership:__ Fax No.: () □ Proprietorship:_ E-Mail Address: 9 aver @ wop car ☐ General Partnership: Date Current Owner Took Over: Complete the following for all partners, members, or individual owner(s)/principal(s): Title Name Name ias NVI Home Address City/State 49 Sos Zip Code Zip Code Phone No. Phone No. Social Security No. Social Security No. Driver's License No. & State Driver's License No. & State Signature Signature Date (Please list any additional partners, members or principals on a separate sheet) Will you provide current financials? 🗆 Yeş 🥏 □ No (If ves, please attach most recent financial statements) □ C.O.D. □ Weekly Average Weekly Purchases:\$ Payment Method: □ Cash ☐ Check GFS Easy Pay (Must complete electronic funds transfer agreement) Trade References: 1) **Business Name** Phone No. **Business Name** Phone No. **Business Name** Phone No. **Business Name** Phone No.

Tax Exempt Status:

Resale Only | All Sales | Tax Exempt No.: (A copy of your Tax Certificate and/or Letter is required)

City/State

Phone No.

Account No.

Banking Info.:

Name of Bank

GENERAL PROVISIONS AND SECURITY AGREEMENT

- 1. All prices quoted or billed are cash prices and do not include credit terms. Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, Customer agrees to pay to Gordon Food Service, Inc., GFS Central States, LLC and GFS Florida, LLC ("GFS") or its affiliates or assigns, as an element of damages, all expenses for collection including actual attorney fees. GFS retains all rights of set off against any amounts or credits owed to Customer.
- 2. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. If any goods provided are defective the Customer's remedy, in the sole discretion of GFS, shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes, of any such goods. In no event shall GFS be liable for incidental or consequential damages arising from alleged defects. If Customer provides GFS with key access for early or after hours delivery ("Key Drop"), Customer hereby waives any and all claims, actions or suits against GFS arising out of or in any way connected to the Key Drop delivery. Unless disputed in writing within 30 days from invoice date, any claim that goods were not delivered is waived by Customer.
- 3. GFS may assign and/or sell any accounts receivable or indebtedness owed by a Customer to GFS and, in the event of such assignment and/or sale (or any subsequent assignment or sale) Customer waives, as against any transferee, assignee or pledgee, all claims, defenses and counterclaims of every kind and description that Customer may have against GFS. Further, Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
- 4. The Customer, Customer's principals and any Gusrantors that sign this Agreement ("Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
- 5. If this Application is not approved in full or if any other adverse action is taken with respect to Customer's credit with GFS, Customer has the right to request within sixty (60) days of GFS' notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.
- 6. If any check, draft, EFT, ACH or any other order of payment ("Transaction") payable to GFS is dishonored for any reason. GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID TRANSACTIONS or any Transactions dishonored or unpaid for any reason.
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- 8. This Agreement shall be binding upon and inure to the benefits of GFS and the Customer and their respective heirs, executors, administrators, legal representatives, successors, agents and assigns. The Customer agrees to notify GFS, in writing, by regular mail at P.O. Box 2244, Grand Rapids, MI 49501 of any change of ownership and further agrees to be liable for all purchases should the Customer fail to comply with said notification. All credit terms extended to Customer are subject to change and can be amended at the sole discretion of GFS, at any time. Customer consents to all changes of terms, extensions of credit, and any extensions or forbearance by GFS. This agreement does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS, in its sole discretion, may terminate the Customer at any time.
- 9. Customer irrevocably agrees that, subject to GFS' sole discretion, all actions or proceedings arising out of, from, or related to this Agreement shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. Customer consents and submits to the personal jurisdiction of any such court. If GFS selects a different forum, then Customer agrees that venue is proper in the following counties: FL Orange or Miami-Dade; IL Cook; KY Iefferson; OH Lucas or Cuyahoga; MO St. Louis; PA Allegheny of Philadelphia; TN Knox or Davidson; WI Milwaukee. To the extent permitted by applicable law, Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against Customer and hereby waive trial by jury.
- 10. If GFS grants credit terms to Customer pursuant to this agreement, then Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors ("Collateral") to secure payment of all goods purchased on credit, without limitation, from GFS. "Collateral" includes, by way of example and without limitation, all goods; equipment, inventory, vehicles, fixtures, work to process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

Applicant's Signature: M. C. C.	Title: OUNOYZ	Date: 4/14/0
Name Printed: MAOV STARRS	79	77-7-1

PERSONAL GUARANTY

The undersigned unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") whether or not contemplated at the time of execution of this Guaranty. All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor waives the right to require Creditor to first proceed against Customer or any other party. Guarantor waives the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor into guarantor waives that creditor may proceed against Guarantor or applying any security it may hold. Guarantor further waives notice of acceptance of this guaranty and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Cxeditor actual attorney fees and all other costs incurred in the collection of any indebtedness owed by Customer. Until such time Creditor receives payment in full of all indebtedness owed by Customer to Creditor, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have now or in the future against Customer to recover any monies that are recovered from Guarantors under the guaranty. Guarantor in addition agrees to be bound by paragraphs four, nine and ten of the General Provisions and Security Agreement above. This Charanty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE SIGNATORY.

Signed: Mr Cellen_	Printed Name: WARK SEUSIL	Date: 4/14/10
Witness:	Witness: CARRY BOIND	
CSI/ANDI	J = J	

GFS Experience offers you the ability to place orders and pay invoices online will also be given access to view and print your prior transactions. You representative or by checking the appropriate box below. These services are cut of the property of the	through our secured application. When you elect to pay online can obtain more information about these services from you rently not available to GFS Marketplace customers. online using GFS Experience. ation about ordering and paying online using GFS Experience. VICE CARD Service Marketplace Stores by providing your account informations and we will provide you with continuing service cards. Marketplace Stores if you present your continuing service cards. Marketplace Stores if you present your continuing service cards sponsible for all purchases made using my card, information, I want (Please select only one):
will also be given access to view and print your prior transactions. You representative or by checking the appropriate box below. These services are cut representative or by checking the appropriate box below. These services are cut representative or by checking the appropriate box below. These services are cut representative or by checking the appropriate box below. These services are cut representative or by count and the propriate box below. These services are cut representative or by count and the product from any of our decords with My Account. CONTINUING SET	vice CARD Service Marketplace Stores by providing your account information. Tregardless of whether the purchases were made by an authoroses, and we will provide you with continuing service cards. Marketplace Stores if you present your continuing service cards. Marketplace Stores if you present your continuing service cards. Marketplace Stores if you present your continuing service cards. Sponsible for all purchases made using my card, information, I want (Please select only one):
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CONTINUING SEE All of our customers may purchase product from any of our Gordon Food However, you will be responsible for all purchases made on your account individual. You may elect to have your account seales associate at the point of sale. User Preference: I would like my account set up with the SECURITY to my designated purchasers. I understand that I am no Invoice Options: In addition to a register receipt with all pertinent invoice An e-mailed invoice to: ANY Chopcaty. All Astonal Cards to: Delivery Address Bill to Address Other: CUSTOMER CLAS (Please choose only one below): Eating and Drinking Places Family Restaurant White Tablecloth Truck Stop Fast Service Tavern/Bar Pizzeria I ce Cream Shop Delicatessen Cafeteria Hotels Convenience Store Bakery Hotels In-Store Deli GFS Store Resort In-Store Restaurant Hospitals Long-Term Care CCRC Skilled Nursing Assisted Living Schools Senior Meal Programs Day Care Elementary Sporting/Recreation/Camps MENU THEME Arverican Chicken German Ice Cream	VICE CARD Service Marketplace Stores by providing your account inform regardless of whether the purchases were made by an authoses, and we will provide you with continuing service cards. Marketplace Stores if you present your continuing service card VI.D. OPTION and understand that I am responsible to issue of sponsible for all purchases made using my card, information, I want (Please select only one):
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Family Restaurant	Amusement and Recreation
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Ice Cream Shop	☐ Golf Club (Private) ☐ Stadium ☐ Theme P
Hotels	☐ Health/Athletic Club ☐ Fair/Festival ☐ Theater
Hotels	Business Services
Motels	☐ Catering ☐ Int'l Resort Hotel
Resort	☐ Vending ☐ Int'l Redistribution
□ Inn □ Snack Bar □ Passenger Ship □ General Retail Hospitals Long-Term Care □ CCRC □ Skilled Nursing □ Assisted Living Schools □ Senior Meal Programs □ Day Care □ Elementary □ Sporting/Recreation/Camps □ High School AFFILIATION (choose one): □ Franchise □ National Chain □ Public/Communication □ Chicken □ German □ Ice Cream	☐ Redistribution ☐ Co-op
Passenger Ship	□ Small Business □ Office
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□ Acute □ CCRC □ Skilled Nursing □ Assisted Living Schools □ Senior Meal Programs □ Day Care □ Elementary □ Sporting/Recreation/Camps □ High School AFFILIATION (choose one): □ Franchise □ National Chain □ Public/Communication □ Chicken □ German □ Ice Cream	Other Non-Commercial
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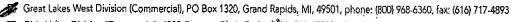


CUSTOMER ACCOUNT APPLICATION

Please check the appropriate division and return the completed application to the designated location.



- Gordon Food Service® (Non-Commercial and Chains), PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
 - □ Non-Commercial
 - ☐ Chains National
 - ☐ Chains Greenville, 5C
 - ☐ Chains Ocala, FL
- Great Lakes East Division (Commercial), 8040 Kensington Court, Brighton, MI, 48116, phone: (248) 446-8348, fax (248) 486-4222



- Ohio Valley Division (Commercial), 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215
- Central States Division (Commercial), 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091
- ☐ Florida Division (Commercial), 2850 NW 120th Terrace, Miami, FL, 33167, phone: (305) 507-2844, fax: (305) 459-8746



GFS Marketplace®, PO Box 1562, Grand Rapids, MI, 49501, phone: (800) 968-6109, fax: (616) 717-9610

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